



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIVER WILDERNESS  
PHASE III- SUBPHASES E, F, and M  
(A/K/A. - RIVÉ ISLE.)**

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ACCEPTED IN OPEN SESSION MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MANLY J. GARDNER

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVER WILDERNESS PHASE III- SUBPHASES E, F, and M  
(A/K/A. - RIVÉ ISLE.)**

THIS DECLARATION is made and executed this 3<sup>rd</sup> day of April, 2007 by RIVÉ ISLE ASSOCIATES, LTD., a Florida limited partnership (hereinafter referred to as "Developer").

**RECITALS**

**WHEREAS**, Developer is the owner of the property described in Exhibit A hereof, which property is hereinafter referred to as the "Subdivision" or "Property", or "Neighborhood", and

**WHEREAS**, Developer desires to provide for the maintenance of the Lots and Common Areas, and

**WHEREAS**, Developer desires to establish protective covenants, easements, conditions, limitations, and reservations covering the development, improvement, and usage of the Property for the benefit and protection of all owners thereof;

**NOW THEREFORE**, Developer does hereby submit the lands described in Exhibit A to the terms, covenants, conditions, easements, reservations, and restrictions hereof which shall be covenants running with the property and equitable servitudes binding upon all existing and future owners, and all others having an interest in the lands or occupying or using the Property.

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

1. "Articles of Incorporation" of the Association shall mean and refer to the Articles of Incorporation attached to this Declaration as Exhibit B, as amended from time to time.
2. "Association" shall mean and refer to Rivé Isle Association, Inc., a Florida not-for-profit corporation, or its successor or assign.
3. "Bylaws" of the Association shall mean and refer to the Bylaws attached to this Declaration as Exhibit C, as amended from time to time.
4. "Common Areas" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or specifically set aside by Developer for the common use, benefit, and enjoyment of members of the Association, or others, as may be stated in the instrument of conveyance or dedication.
5. "Declarant or Developer" shall mean and refer to Rivé Isle Associates, Ltd., a Florida limited partnership, its successors or assigns.
6. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.
7. "Foundation" shall mean and refer to River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation, or its successor or assign.

8. "Limited Neighborhood Common Area" shall mean and refer to those portions of the Neighborhood Common Area that are set aside for the use of some but not all of the Lot Owners in the Neighborhood.
9. "Neighborhood" shall mean and refer to those certain lands constituting River Wilderness Phase III- Subphases E, F, and M consisting of sixty seven (67) single-family sites and certain Limited Neighborhood Common Areas, Neighborhood Common Areas, and Common Areas.
10. "Neighborhood Common Area" shall mean a portion of the Common Area that is set aside for the exclusive use of Lot Owners in the Neighborhood.
11. "Lot" or "Site" shall mean and refer to any area designated for single-family residential use, including improvements thereon. There are sixty-seven (67) single-family Sites in the Neighborhood.
12. "Master Declaration" shall mean and refer to the Declaration and General Protective Covenants dated December 31, 1984 and recorded in Official Record Book 1100, Page 3266 et seq. Public Records of Manatee County, Florida, and its exhibits, as amended from time to time.
13. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities of the fee simple title to any Site in the Neighborhood.
14. "River Wilderness" shall mean and refer to those certain lands in Manatee County, Florida as described in the Master Declaration.
15. "Stormwater Management System" shall mean all drainage areas, drainage structures, and drainage devices that are part of the system for the Neighborhood, or River Wilderness Phase III- Subphases E, F, and M, as the context requires, as approved by Manatee County and the Southwest Florida Water Management District.

## II. PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is described in Exhibit A and generally known as River Wilderness Phase III- Subphases E, F, and M consisting of sixty-seven (67) single-family sites and other facilities, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

## III. SUBMISSION OF ADDITIONAL LANDS TO DECLARATION

From time to time hereafter, Developer shall have the right, in its sole discretion, to add additional lands to those hereinabove described by instrument recorded in the Public Records of Manatee County, Florida, subject only to the consent and written joinder of the owner of the fee simple record title of the land to be added, and lienors thereon, provided, however, that such additional lands shall be within River Wilderness. In the event any tract of land is added to the lands described in Article II, Developer may record an instrument which (i) modifies any provision of this Declaration insofar as such provision may apply to such additional lands only, or (ii) creates new provisions applicable only to such additional lands, or (iii) omits the applicability of any of the provisions of this Declaration to such additional lands, or (iv) does any, all, or none of the foregoing. Nothing herein shall be construed or interpreted to require the Developer to add any additional lands.

**IV. WITHDRAWAL OF PROPERTY**

Developer reserves the right in its sole discretion, at any time and from time to time, to withdraw from the purview of this Declaration any or all of the property described in Article II, or any properties subsequently added to the terms of this Declaration pursuant to the provisions of Article III hereof, by written recorded amendment to this Declaration executed only by the Developer with the written joinder of the owner of the legal title of the land to be withdrawn, and lienors thereon.

**V. RIVÉ ISLE ASSOCIATION, INC.**

1. In order to establish, protect and preserve the quality of the Neighborhood, all Lot Owners shall be required to become members of the Association and to maintain such membership in good standing. Membership in the Association shall be an appurtenance to and may not be separated from ownership of the Lot. There shall be one vote per Lot, which shall be exercised as provide in the Bylaws of the Association.

2. The Association shall be operated pursuant to this Declaration, and the Articles of Incorporation and Bylaws, including the following provisions:

a. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation; Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations; all as amended from time to time.

b. Unless the approval or action of Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

c. The Association shall obtain and maintain public liability insurance covering all of the Neighborhood Common Areas, including the Limited Neighborhood Common Areas, and insuring the Association and the Owners as their interest may appear in such amounts as the Board of Directors may deem appropriate. The Board of Directors shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board of Directors shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

d. Member Approval of Certain Litigation. Notwithstanding any other provisions of this Declaration, or the Articles of Incorporation or Bylaws, the Board of Directors shall be required to obtain the prior approval of at least seventy-five (75%) percent of the voting interests of the Lot Owners subject to this Declaration (1) prior to the payment of, or contracting for the payment of, legal fees to any person or firm engaged by the Association for the purpose of commencing any lawsuit, or (2) prior to the commencement of a lawsuit or other type of adversial proceeding, other than for the following purposes:

1. The collection of Assessments;
2. The collection of other charges that Lot Owners are obligated to pay;

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3. The enforcement of the Declaration;
4. The enforcement of the rules and regulations of the Association;
5. In an emergency, when waiting to obtain the approval of the Lot Owners creates substantial risk of irreparable injury to the Association; or
6. Filing a compulsory counterclaim.

3. For so long as the Developer controls the Association, it reserves the sole and exclusive right, which may be exercised by the Developer without the consent or joinder of any other person or party, including but not limited to Lot Owners, to assign and transfer all the rights, duties, obligations, responsibilities, liabilities, debts, assets, and property rights of any and all description, of the Association to the Foundation. This reserved right may be exercised by the execution and recording in the Public Records of Manatee County, Florida of a Notice of Assignment by the Developer. The Foundation and Association, by their joinder and consent to this Declaration, acknowledge and accept this reservation and agree to be bound thereby. The Association shall continue its existence as long as may be reasonably necessary to wind up its corporate affairs, and shall then be promptly dissolved as a Florida corporation and cease all operations. All Lot Owners must be members of the Foundation under the Master Declaration and their membership as such shall continue. The Foundation shall thereafter exercise all the duties of the Association under this Declaration. An amendment to this Declaration may be adopted by the Developer at the time of the exercise of the reserved right to modify the provisions hereof as may be reasonably necessary to reflect the substitution of the Foundation for the Association, which amendment need only be executed by the Developer, provided that such amendment does not, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Lot Owners who do not consent in writing. Nothing herein shall be construed or interpreted to obligate or require the Developer to make any assignment or transfer mentioned in this provision, but only to enable such action in the sole and absolute discretion of the Developer.

## VI. THE COMMON AREA AND NEIGHBORHOOD COMMON AREA

1. Subject to the easement rights provided in Section 3 below, which shall constitute Common Areas, all the tracts described in the plat or plats of the Neighborhood as common areas shall be Neighborhood Common Area, including but not limited to Tract 100 (the private roads, entrance and gate); Tracts 503, 505, 506, 507, 508, (the Stormwater Management System); Tracts 605, 606, 607, 608, 609, 610, 611, (park, boat ramp, parking or open areas); and Tracts 701, 702, 703, and 704 (preserve area).

2. Tracts 503, 505, 506, 507, and 508 are designed and function as part of the Stormwater Management System. To that extent, the Association shall maintain, repair and replace those tracts as Neighborhood Common Area as a common expense to be borne by all Lot Owners in the Subdivision. Tracts 503, 505, 506, and 508 were also designed and function to provide recreational opportunities to the Owners who have been assigned boat dock rights by the Developer. The recreational use of those tracts shall be limited to the Owners who have been assigned boat dock rights, and to that extent those tracts shall be Limited Neighborhood Common Area, and any expenses associated with the recreational use of those tracts shall be borne equally by the Owners who have been assigned boat dock rights by the Developer, no matter whether the Owners elect to construct or use a boat dock or vessel. Attached to this Declaration as Exhibit "D" are Rules and Regulations adopted by the Association pertaining to the use of the boat docks and the operation of boats, which shall be binding on all users thereof. Each private boat dock may only be used by the Owner assigned the boat dock by the Developer, and by residents of the dwelling unit located on the Lot owned by such Owner.

3. A boat ramp is currently located adjacent to the property submitted under this Declaration in an area that may be submitted as additional lands. It is anticipated that the existing boat ramp will be closed

and a new boat ramp constructed on Tract 606 once permitting is obtained, and development permits the orderly and cost-efficient construction and use of the new boat ramp. Residents of River Wilderness are hereby granted a non-exclusive easement for (1) pedestrian and vehicular access over Tract 100, which are the private roads and include the entrance and gate off Fort Hamer Road (2) the use of the new boat ramp if and when constructed; (3) and the use of the park and parking facilities at the new boat ramp, as available from time to time. The foregoing grant of easement does not include access to or the use of a private facility to be known as the River Lodge, which shall be Neighborhood Common Area reserved for the exclusive use of Lot Owners. The non-exclusive easements provided in this paragraph shall be Common Area limited to the use of residents of River Wilderness, and shall be subject to all restrictions and limitations set forth in this Declaration, as amended from time to time, and the rules and regulations that may be adopted from time to time by the Association. Any resident who fails to comply with applicable restrictions, limitations, rules or regulations may be denied access, shall be subject to the levy of a fine by the Association, and shall be subject to other legal or equitable remedies provided in this Declaration, or by law, at the discretion of the Association.

**VII. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMON AREA  
AND NEIGHBORHOOD COMMON AREA**

1. The Developer may retain title to Common Area, including the Limited Neighborhood Common Area and the Neighborhood Common Area, for so long as it owns any land within River Wilderness Phase III. From time to time hereafter, Developer may transfer title or interests to portions of the Common Area to the Association by deed, dedication on a plat, easement or other instruments selected by Developer, which transfer shall be free of any debt but subject to easements, reservations, restrictions and limitations or record, and taxes for the year in which conveyance is made. The Association shall be obligated to accept title or transferred interest to each such parcel of property as and when delivered by Developer.

2. Except for those portions of the Limited Neighborhood Common Area for which the responsibility of maintenance has been or hereafter is imposed on some of the Lot Owners in the Neighborhood by virtue of this Declaration, or on the Foundation under paragraph 3 hereof, the Association shall maintain, repair and replace the Neighborhood Common Areas as a common expense to be borne by all members of the Association.

3. The portions of the Neighborhood Common Areas on which Common Area easements are established, which include Tract 100, the private roads and Fort Hamer entrance and 24-hour manned gate, and those portions of Tract 606 containing the community ramp, community park, and community parking, shall be maintained by the Foundation, including but not limited to costs associated with manning the 24-hour gate, as a common expense of the Foundation, provided however that the Association may, at its expense, supplement the maintenance and improvements selected by the Board of Directors of the Foundation. By way of example and not limitation, the Association may choose to plant flowers or landscaping and more regularly prune vegetation, but nothing herein shall be construed or interpreted to authorize the Foundation to fail to perform good faith maintenance and upkeep of the Common Areas.

4. The Association shall have the authority to regulate the use of the Limited Neighborhood Common Areas and the Neighborhood Common Areas, including the following:

a. The right of the Association, through its Board of Directors, to establish, modify, amend, rescind, and enforce reasonable rules and regulations, including the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D". Under those Rules, Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D" are required by Manatee County, and/or the U.S. Army Corps of Engineers, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to, the following provisions:

1. Boats docked within River Wilderness shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet.

2. The use of the boat slips shall be limited to boats owned by residents of the Subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.

3. Fueling or repair facilities, viewing facilities, pump-out facilities, "liveaboards", waste disposal, or fish cleaning stations shall be prohibited.

4. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.

5. Permanent manatee information signs, channel markers, speed zone signs along the river in front of the Subdivision, and a marina manatee educational program, shall be installed and implemented by the Developer, and must be continuously maintained by the Association at Association expense for so long as required by governmental agency.

6. Recycling bins shall be maintained at the community boat ramp, canoe/kayak launch and T-dock for the separation and recycling of monofilament line.

7. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.

8. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.

9. The total number of boat slips in the Subdivision, including lands that may be added hereto under Article III, shall be no greater than 156.

10. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.

11. Notwithstanding any thing herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.

b. The right of the Association to charge reasonable admission and other fees for the temporary exclusive use of any recreational facility situated upon the Limited Neighborhood Common Area or Neighborhood Common Area.

c. The right of the Association to grant easements over the Limited Neighborhood Common Area and the Neighborhood Common Area, and the right of the Association to release or convey its rights to any part of the Limited Neighborhood Common Area or the Neighborhood Common Area to the Developer or any Lot Owner to facilitate development of dwellings units so long as the release or conveyance does not substantially, materially and adversely affect the function and use of the remaining Limited Neighborhood Common Area or Neighborhood Common Areas. Riparian easements are hereby created to

run with the title of any Lot which has the right under the development plans approved by the governmental authorities to construct and use a boat dock or observation pier consistent with such use. Without limitation, Lot Owners who are permitted to construct and use a boat dock shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to a dock, and a boat dock; construct, use and maintain utility lines to supply service to the boat dock; moor vessels at the dock; use the dock for observation and fishing; and otherwise enjoy the dock, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D, and applicable government regulation. Lot Owners who are permitted to construct and use an observation pier shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to an observation pier, and an observation pier, and associated utility services, and use the pier for observation and fishing, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D to the extent any of those rules apply to observation piers, and applicable government regulation.

d. Upon the filing of a plat of any portion of lands within the Property, a nonexclusive and perpetual right of ingress and egress over and across all private roads (and across all sidewalks, walkways and paths within or adjacent thereto) shall be deemed to have been granted to all Lot Owners and their respective guests, invitees, and tenants; representatives of utilities and delivery, pickup and sanitation services; United States mail carriers; representatives of fire departments, police and sheriff's departments, and other necessary county, special district, state and federal agencies, including the Southwest Florida Water Management Department; and holders of liens on any property subject to this Declaration. Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the Public Records of Manatee County, Florida.

e. Developer hereby authorizes the use of all private roads and delegates the nonexclusive right to exercise control of traffic thereon to, duly constituted law enforcement officers, and, subject thereto, Developer shall have the right, but not the obligation, to control and regulate all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit traffic which, in the opinion of Developer, would or might result in damage to said roads, and the right to control and prohibit parking on all or any part of said roads. Developer reserves the right to the use of the roads for the transportation of equipment, machines, vehicles, supplies, materials and persons engaged in or needed for the construction or development of any portion of the Subdivision, or other lands in River Wilderness. Developer further reserves the right to deny access to said roads to any person other than those persons referred to in paragraph (d) above, and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any property subject to this Declaration if the location of the same will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon said private roads.

f. In the event and to the extent that any portion of said roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of subparagraph (e) above shall be of no further force or effect as to the property so acquired.

g. The Association shall have the right and duty to control the water level and maintenance of all ponds and drainage control devices, and other areas and apparatus comprising the Stormwater Management System, including dry retention areas, and may use the water in all ponds for irrigation purposes on the Common Area, the Limited Neighborhood Common Area, and Neighborhood Common Area. The Association, Developer, or other persons may make additional use of the water for other irrigation purposes as Developer or the Association may designate. The Association shall be the operator of the Stormwater Management System including easement areas, drainage facilities, ditches, wet and dry retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements. No portion of the Stormwater Management System may be materially altered without the prior written approval of the Manatee County and the Southwest Florida Water Management District. The Association, the Owners, and other occupants and users of the Common Area, including all Limited Neighborhood Common Area and Neighborhood Common Area, shall comply with all lawful regulation applicable to the Stormwater

Management System, including but not limited to those imposed by the Southwest Florida Water Management District, Manatee County, and other applicable authority, including but not limited to the following:

1. All activities involving filling, excavating, removing of vegetation (both trees and understory), and storing of materials, shall be prohibited within Common Areas, Limited Neighborhood Common Area, Neighborhood Common Areas, or on any Lot, unless written approval is obtained from Manatee County and the Southwest Florida Water Management District. Approval from the Southwest Florida Water Management District may require a formal permit modification and equivalent flood compensation.

2. Each Owner of property within the Subdivision at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Stormwater Management System approved and filed with the Southwest Florida Water Management District. Except for approved docks or observation piers, no Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, preservation areas, drainage easements or any other part of the Stormwater Management System, unless prior approval is received from the Association, and applicable authorities, including without limitation, Manatee County, and the Southwest Florida Water Management District, as applicable.

3. No structures, buildable area, paving, creation of impervious areas, placement of lawn furniture, patios, pools, pool cages, or fences, shall be permitted within the dry retention areas. The only exception to the foregoing prohibition shall be access to docks, which shall be placed in accordance with the Southwest Florida Water Management District permit. Dry retention areas are subject to a stormwater maintenance easement in favor of the Association and the Southwest Florida Water Management District.

4. The removal of littoral shelf vegetation (including cattails) from wet detention areas is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

h. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners and occupants under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the maintenance of any portion of the Common Area or Neighborhood Common Areas that they may have the right to use. For example, and not by way of limitation, if the owner of an adjacent property is given the non-exclusive right to use the boat ramp, the use must be non-exclusive, the user of the boat ramp must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and the user must be obligated to pay a fair share of the maintenance of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof.

i. No person shall, without the written approval of Developer, do any of the following on any part of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas; camp; for any purpose other than as a means of transportation on the private roads; fish or swim in lakes, canals or streams; permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than common facilities constructed or approved by Developer; discharge any liquid or material, other than natural drainage, into any pond, lake, or watercourse; alter or obstruct any lake, pond, or watercourses; or interfere with any water control structures or apparatus.

j. If owned in fee title by the Association, the Association shall have the right to borrow money for the purpose of improving the Neighborhood Common Area or the Limited Neighborhood Common Area, and in order to secure any such loan shall have the further right to encumber that portion of the Neighborhood Common Area or Limited Neighborhood Common Area being improved.

5. Common Dock: Developer reserves the exclusive right, consistent with governmental authority and permitting, to construct a common dock facility, and related improvements in a portion of Limited Neighborhood Common Area to be annexed to this Subdivision if additional lands are added pursuant to Article III hereof. If Developer chooses to do so, until such time as Developer shall have conveyed title to all of the property within the Subdivision, Developer reserves the exclusive right to sell and assign common dock slips to particular Lot Owners for an additional consideration, provided however, that such assignments shall only be made to Owners of Lots that are not otherwise permitted to construct and use a private dock. All assignments of common dock slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Manatee County. Upon such assignment, the common dock slip so assigned shall be deemed appurtenant to the Lot owned by such Lot Owner and the Lot Owner shall have the exclusive right to the use thereof without any additional charge therefore except for the Owner's equal share of the expenses of operating and maintaining the assigned slips, which shall be assessed to the Lot Owner as a special assessment pursuant to the Declaration and entitle the Association to all collection and lien rights under this Declaration. After assignment, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the Lot to which it was assigned, except that such right may be separately assigned to the Association, and thereafter assigned by the Association, in its discretion, to another Lot Owner. Until reassigned by the Association, such common dock slip shall be deemed to be the same as any other common dock slip that is not specifically assigned to a Lot. The rights of Developer hereunder may be assigned to the Association by Developer, in its sole discretion, and if assigned, shall be reflected in written recorded instrument.

6. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed prorata against the lots owned by the members of the Association and shall be payable by the owners of the lots within 60 days after receipt of a statement therefore. If any owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such owner's lot, which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

7. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System. If the Association ceases to exist, all of the members of the Association shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with the requirements of the permit and applicable rules and regulations, unless and until an alternate entity assumes responsibility in accordance with the regulations and requirements of the Southwest Florida Water Management District.

#### VIII. ADDITIONAL RIGHTS RESERVED

1. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Subdivision. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

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a. Construction and Maintenance. The Developer, its designees, contractors, successors and assigns, shall have the right in its and their sole discretion from time to time to enter the Subdivision and to take all actions necessary or convenient for the purpose of completing construction and development of the Subdivision, or other property in River Wilderness, and to carry out necessary repair, maintenance and replacement that may be the responsibility of the Developer or of the Association, if the Association fails to do so, provided that such activity is conducted in a reasonable manner at reasonable times and does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment of the Lot Owners. This right includes the authority to park vehicles in areas of the Subdivision that might otherwise be prohibited.

b. Assessments. As provided in Article XI (3) of this Declaration, Developer is exempt from the payment of Assessments under the conditions therein provided.

c. Sale of Lots and Use of Subdivision Property. Developer shall have the authority to sell Lots to any persons approved by it, without approval of the Association or any other person or entity. Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices and models any Lots, Limited Neighborhood Common Areas, Neighborhood Common Areas, or Common Areas retained or owned by it, or the use of which has been reserved by the Developer by contract or otherwise. Developer shall have the right to transact on Subdivision Property any business necessary to consummate the development of the Subdivision or River Wilderness and the sale of properties in River Wilderness, including the right to have signs and employees in Developer offices and to use the Neighborhood Common Areas, Limited Neighborhood Common Areas, or the Common Areas to show property. The sales office, signs and all other items pertaining to sales shall not be considered Common Areas and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it, or its successors or assigns, is actively developing or marketing any Lot in River Wilderness.

d. Control of Association. Developer reserves the right to maintain control of the Association, by appointment of all of the directors, pursuant to Section 720.307, Florida Statutes until the first to occur of the following events:

1. Three months after ninety (90%) percent of the Sites that will be operated ultimately by the Association have been conveyed to purchasers (at the time of the recording of this Declaration, the number of Sites to be operated by the Association was sixty-seven (67), subject to addition or deletion by the Developer as provided in Articles III and IV hereof), or

2. When all the Sites that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

3. When some of the Sites have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4. Seven years after recordation of the Declaration.

The Developer is entitled to elect all the minority members of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Sites in the Subdivision. Notwithstanding the foregoing provisions, Developer reserves the right to transfer control of the Association to the members at an earlier time than mandated by statute and the members agree to accept control of the Association when offered by the Developer.

e. Amendments to Declaration and Other Documents. Developer reserves the right to amend this Declaration, and its exhibits, to correct scrivener's errors. Such amendments to be made without the necessity of joinder therein by any Lot Owners, the Association or the holder of any mortgage or other lien

on any part of the Subdivision. Until such time as Developer has transferred control of the Association to the non-Developer Members, Developer may amend this Declaration, the Articles and the Bylaws in any manner not expressly prohibited herein or by law without approval of the Association, any members or Lot Owners, or any mortgagee or other lien holder, provided that such amendment does not, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Lot Owners who do not consent in writing. The execution and recording of any amendment by Developer pursuant thereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Lot Owners who did not join in or consent to such execution, and any such amendment shall be effective unless subsequently rescinded.

f. **Additional Restrictions.** Developer specifically reserves the right to prescribe and to record, from time to time hereinafter, building and use restrictions for any area of the Subdivision, including the Common Area, Limited Neighborhood Common Area, and Neighborhood Common Area, and to amend the same from time to time during Developer's ownership of such areas; the right to determine the nature, type and location of utility installations and the method and degree of maintenance of the drainage system; and, in general, the right to do and accomplish any and all things consistent with good development practices and reasonably calculated to promote the well-being of owners of property in the Subdivision.

g. **Other Reservations.** Developer reserves any other rights, privileges, immunities and exemptions provided it by the terms of this Declaration, the Articles or Bylaws of the Association or by law.

h. **Non-Amendment.** This article shall not be amended without the written consent of the Developer.

i. **Developer's Rights.** As long as the Developer holds one Site for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

1. Any amendment of this Declaration, or its exhibits, which would adversely affect the Developer's rights, or remove or restrict in any manner any of the reservations in favor of the Developer.

2. Any assessments of the Developer as a Lot Owner for capital improvements.

3. Any action by the Association that would be detrimental to the sales of Lots by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Lots.

#### **IX. RESERVATION OF EASEMENTS**

1. Easements for open space, landscaping and buffering, signage, drainage, fire protection devices and equipment, access, utilities, and irrigation, are reserved in favor of the Developer, the Association, and others, as indicated on any plat of River Wilderness, Phase III.

2. Conservation easements in favor of the Florida Board of Trustees and the Southwest Florida Water Management District are or will be created as required as part of the development and permitting process. These conservation easements shall be created either by separate recorded instrument or by inclusion in one or more of the plats of the Subdivision and shall be binding hereunder no matter when created.

3. Developer hereby reserves unto itself, its successors and assigns, and hereby grants to the Association, a perpetual, alienable and releasable nonexclusive easement, right and privilege (a) on, over and under the right-of-way of the private roads, sidewalks and pathways for ingress and egress and for the



erection, construction, maintenance and use of electric power and telephone poles, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, drainage ditches and swales, under drains, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission or use of electricity, telephone, cable television and other communication services or systems, gas, street lighting, water, irrigation, drainage, or other utilities or conveniences; (b) on, over and under any unimproved area of any property lying between any road, and any lake, pond, canal, swale, or ditch serving as part of the Stormwater Management System for the installation, construction, maintenance and use of irrigation and drainage lines, pipes, ditches, swales, and other irrigation or drainage devices, including the right of pedestrian and vehicular ingress and egress to such lake, pond, canal, swale, or ditch for such purposes; and (c) on, over and under all unimproved property lying within twenty (20) feet of the normal water line of all lakes and ponds, and within ten (10) feet of the top of the bank of all unimproved areas of canals, swales, and ditches serving as part of drainage system, for access to and maintenance of all portions thereof and for installation and maintenance of drainage control devices and apparatus. If Developer, the Association, or any other person should in the exercise of its rights under any of the aforesaid easements disturb any grass, soil, or paving, Developer, the Association, or such other person, as the case may be, shall restore the same as nearly as practicable to their condition prior to their being disturbed. As used herein, "unimproved area" shall mean any area on which there are situated no permanent improvements other than landscaping, walkways or driveways.

4. Easements for utilities and drainage are hereby reserved over the utility and drainage easements located herein or otherwise reserved herein to provide utilities and drainage to other properties in River Wilderness, including but not limited to the property that could become a part of the Subdivision pursuant to this Declaration.

5. Developer. Easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Subdivision Property as may be required, convenient or desired by Developer for the completion of the development of the Subdivision and the sale of the Lots. Likewise, such easements are also reserved to the Developer for the development of other lands in River Wilderness, including but not limited to lands that might be submitted as additional property hereunder. Neither the Lot Owners nor the Association shall interfere in any way with such completion and sale. Further, Developer reserves unto itself the right to grant additional non-exclusive easements for ingress, egress, utilities and drainage.

6. Encroachments. If a dwelling or other improvement on a Lot shall encroach upon any Common Area, Limited Neighborhood Common Area, or Neighborhood Common Area, or upon any other Lot by reason of original construction or by the non-purposeful or non-negligent act of the Lot Owner, then an easement appurtenant to such encroaching Lot, to the extent of such encroachment, shall exist. If any Common Areas, Limited Neighborhood Common Area, or Neighborhood Common Areas shall encroach upon a Lot as a result of original construction or the non-purposeful or non-negligent act of the Association or the Developer then an easement appurtenant to such Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

#### **X. DEDICATION TO PUBLIC**

Until such time as title is conveyed to the Association, Developer shall have the sole and absolute right at any time, without necessity for approval by the Association, but with the approval of the Commissioners of Manatee County, to dedicate to the public all or any part of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Area deemed appropriate by Developer.

#### **XI. ASSESSMENTS AND COLLECTIONS**

1. Except as provided in Articles VI (2) and VII (5) of the Declaration, the Association shall have the power and duty to assess each Lot Owner equally for the expenses necessary to carry out the

responsibilities and duties of the Association, and for such expenses as may reasonably be incurred by the Association in promoting the health, safety, welfare and recreational interests of the residents of the subdivision, including but not limited to the following:

- a. To pay all ad valorem taxes assessed against the Neighborhood Common Areas and Limited Neighborhood Common Area, and against any and all personal property which may hereafter be acquired by the Association.
- b. To pay any other taxes assessed against or payable by the Association.
- c. To pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of Limited Neighborhood Common Area and Neighborhood Common Areas.
- d. To pay all utility charges incurred in connection with the operation of said Limited Neighborhood Common Area and Neighborhood Common Areas.
- e. To acquire and pay for such casualty, liability and other insurance coverage as the Association may deem necessary or desirable.
- f. To provide for engineering and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by the Association.
- g. To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.
- h. To pay the operating expenses of the Association, including compensation of officers and directors and/or reimbursement of actual expenses incurred by officers and directors, if authorized by the board of directors.
- i. To repay any funds borrowed by the Association for any of its lawful purposes, including interest thereon.
- j. To make such other expenditures as may be deemed necessary or desirable by the Association's board of directors for the purpose of accomplishing the intent, purposes and objectives set forth in this Declaration.

2. Declarant hereby covenants for each Lot within the Subdivision and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments, and (2) special assessments, as may be levied by the Association. A Lot Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the owner. The amount of said annual and special assessments shall be established and may be amended from time to time by the Board of Directors of the Association. Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall bear interest at eighteen (18%) percent from the due date until paid. The Association may impose a late payment fee, in addition to interest, of \$25.00 per delinquent assessment. All payments on account shall be applied first to interest, then to late payment fees, attorney's fees, and costs, and finally to unpaid assessments. No payment by check is deemed received until the check has cleared. The annual and special assessments, together with interest, costs of collection, and reasonable attorney's fees incurred by the Association in the collection of assessments, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. The lien is effective from and after recording a claim of lien in the Public Records of Manatee County, stating the description of the Lot, the name of the record owner, the amount(s) due and the due

date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes assessments that are due when the claim is recorded, as well as any assessments that shall subsequently become due together with such other sums specified herein. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. Liens for unpaid annual and special assessments may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the owner of such property the aforesaid interest and late charges and all costs, including reasonable attorneys fees, incurred in preparation for and in bringing such proceedings, and all such costs, interests and fees shall be secured by said lien. An owner has the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the owner's Lot.

3. Notwithstanding any provision herein contained, Declarant shall not be obligated to pay any annual or special assessment on any Lot owned by the Declarant for a period of one year from the date of recording of this Declaration, provided however that Declarant agrees to fund the deficit in the operating expenses (not including capital improvements or reserves for deferred maintenance or capital expenditures) to the extent the operating expenses are not covered by assessments paid by non-Developer Lot Owners, and other revenues of the Association. Developer shall have the right to extend its deficit funding hereunder, on the same terms and conditions, for additional one-year periods by providing written notice to the Association on an annual basis. The Developer shall have the option of terminating the deficit funding, or any extension thereof, at any time by providing written notice to the Association, in which event the Developer shall be obligated to pay assessments on Lots it owns and shall be relieved of any obligation to fund subsequent deficits of the Association.

## XII. USE RESTRICTIONS

1. Each Lot in the Subdivision shall be subject to the following use restrictions:

a. All Lots and dwelling houses shall be used for residential purposes only. No business, commercial, or professional uses shall be permitted, provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of Manatee County; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian or vehicular traffic in the Subdivision; does not increase the insurance risk of other Lot Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents.

b. 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. If any setback imposed by Manatee County is greater than the setbacks provided herein, the greater figure shall apply.

c. There shall be only one dwelling unit per Lot. Dwelling units shall contain not less than 2,800 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages, and the like.

d. No residence or related structures (such as a pool) may be built within the area of the existing floodway line on Lots 1, 2, 3, 4, 5, 6 and 93 and no building permit will be issued by Manatee County for building outside the floodway line on those Lots, unless and until Manatee County requirements are met, which include engineering submittals and a change in the floodway approved by a Manatee County building official, or his designee.

e. All mailboxes shall be uniform and standard per rules adopted by the Association or the Developer.

f. Roofs on dwelling units shall have a minimum pitch in accordance with architectural guidelines adopted by the Developer or the Association, and shall be constructed of tile or other approved material. Flat roofs on screened porches or patios may be permissible if located to the rear of the dwelling unit and if first approved by the Developer of the Association.

g. No activities shall be permitted and no conditions shall be created or allowed to exist which shall constitute an unreasonable annoyance or nuisance to the other residents of the Subdivision. No weeds, underbrush or unsightly growths of plants shall be permitted to grow or remain on a Lot and said Lots shall at all times be kept mowed and clear of any trash, debris, or waste which might constitute a health or fire hazard or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable. The Owner of the Lot shall maintain all improvements constructed on the Lots in good repair and appearance.

h. No advertising or sign of any character shall be displayed or placed upon any Lot, and no other signs shall be permitted, except for the Developer as otherwise provided herein. A security service sign provided by a security contractor shall be permissible if maintained within 10 feet of any entrance to a residence provided the sign is of reasonable size in accordance with rules and regulations adopted by the Association.

i. Dogs, cats and other commonly accepted household pets shall be permitted but no activities of a noxious or offensive nature shall be permitted, including allowing pets to bark incessantly, roam loose, or the deposit of excrement on other Lots or in Common Areas.

j. Commercial and recreational vehicles, including but not limited to campers; motor homes; trailers; off the road vehicles; inoperable vehicles; and dune buggies must either be placed in enclosed structures, walled areas, or must be so located on the Lot so as to be completely screened from view from roadways or adjoining properties by shrubbery or natural vegetation. No unsightly objects of any nature shall be stored on the Lots unless said objects are completely screened from view from roadways or adjoining properties. Subject to the provisions of applicable laws, any vehicle of any nature whatsoever parked in violation of these, or other restrictions set forth in this Declaration, or Rules or Regulations adopted pursuant to the Declaration, may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of twenty-four hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor the failure of the owner to receive it for any reason, shall be grounds for relief of any kind. By acquisition of title to a Lot, the Owner grants to the Association the irrevocable right to tow vehicles parked on the Owner's Lot that are in violation of the Declaration, or Rules and Regulations.

k. All vehicles must be parked within garages. Each Owner or dwelling unit occupant shall use his or her best efforts to park motor vehicles in the garage rather than the driveway. Temporary parking on the private roads is permissible for guests, but not overnight. No vehicles of any nature may be stored or parked overnight on the private roads or on any portion of a Lot not constructed for parking by the Developer.

l. All garbage or trash containers, oil tanks, and bottled gas tanks on all Lots must be underground or placed in walled, fenced, or screened areas so they will not be visible from the adjoining properties.

m. No unlawful, improper, hazardous, or immoral use shall be made of any Lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover

shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Lot, shall be corrected by, and at the sole expense of the Owner of the Lot.

n. No firearms, air rifles, BB guns or like devices shall be discharged, fired, shot or otherwise used on any Lot or area within the Subdivision.

o. Owners shall be responsible for maintaining all portions of their Lots up to the paved surface of the private roadways, and the water level of any lake, drainage or retention facilities. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, or personal property made necessary by his or her act or negligence, or by that of any member of his or her family or guests, employees, agents, or tenants. If after reasonable notice the Owner of a Lot fails to maintain the Lot or improvements thereon as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Lot or other Lot improvements, with or without notice to or consent of the tenant or Lot Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Lot as authorized by this Declaration shall be charged to the Lot Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the Lot and may be foreclosed in the manner provided in this Declaration for assessments. The Association has an irrevocable right of access to the Lots, and other improvements, for the purposes of protecting, maintaining, repairing and replacing the Common Areas, Neighborhood Common Areas, or portions of the Lot or improvements to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Lots, Neighborhood Common Areas, or Common Areas. The Association's right of access includes, without limitation, the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Lot shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot.

p. Each Lot Owner shall carry casualty insurance on the insurable portions of the Lot improvements, including the dwelling unit constructed thereon. In the event of any damage, the Owner shall remove all debris within sixty days, and complete repair and reconstruction of the damaged improvements within one year in a manner consistent with the original construction, or such other plans and specifications approved by the Association as provided elsewhere in this Declaration. In the event the damage results in the destruction of substantially all of the improvements, an Owner may decide not to rebuild or reconstruct, in which case the Owner shall, within sixty days, clear the Lot of all debris and return the Lot to the substantially natural state that existed prior to the beginning of construction. Thereafter, the Owner shall maintain the parcel and the Owner shall remain responsible for his or her equal share of assessments notwithstanding that a residence is not constructed or occupied on the Lot.

q. No Owner or occupant shall obstruct or impede the safe use and reasonable enjoyment of the private roads, drainage easements, and Neighborhood Common Areas or Common Areas. No Owner shall plant or install landscaping or other improvements in drainage, utility, access, or maintenance easements unless approved in writing by the Developer or the Association.

r. Garages. Each dwelling unit shall have a garage, which shall accommodate no less than two motor vehicles. No garage shall be constructed to face the front of a residence. Garages must face the side or rear of a Lot. All garages must have a minimum width of twenty-two (22) feet measured from the outside walls of the garage. Carports are not permitted. The garages are intended for the primary purpose of parking motor vehicles. No garage shall be permanently enclosed or converted to any other use without the prior written approval of the Board. When ingress and egress to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the Owner or other resident. Repair of motor vehicles is permitted only inside the garages.

s. Storage buildings, tool and garden sheds, and similar structures are prohibited. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person. Certain television, satellite, or other antenna systems may be erected or installed on a Lot subject to compliance with the following requirements:

1. Permissible antennas include (collectively hereinafter referred to as "antennas") direct broadcast satellite dishes (DBS) that are less than one meter in diameter, and multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

2. Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors of the Association may promulgate rules and policies on suitable locations for each lot.

3. Screening of Antennas. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable.

4. Safety Requirements. To safeguard the safety of the lot owner, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

5. Provisions. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Lot owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

t. Decorations. No person shall place or maintain on a Lot any flags, banners, decorative lights or ornaments, or similar items, without the prior written approval of the Association; provided however, that nothing herein shall prohibit the use of seasonal holiday decorative lights, ornaments and displays between Thanksgiving and January 10, or the display of portable removable flags of the United States, the State of Florida, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, or Veterans Day, portable removable armed forces flags which represent the United States Army, Navy, Air Forces, Marine Corps, or Coast Guard.

u. Trees. Manatee County regulates the placement, maintenance, and removal of trees as set forth on the attached Notice to Buyers. Each Lot Owner shall be required to plant and maintain the required type, number, and size of trees. No tree may be removed without a tree removal permit issued by Manatee County. All pruning of trees must be in accordance with Manatee County regulations. Replacement trees damaged by natural calamities must be of the same size and type as

originally planted.

v. Reasonable rules and regulations concerning the use of the Neighborhood Common Area, Limited Neighborhood Common Area, Lots and other Subdivision property may be made and amended from time to time by the Board of Directors of the Association, and all Owners, occupants, and users thereof shall abide by said regulations.

### XIII. ARCHITECTURAL CONTROL

1. The following provisions shall govern the construction, placement, alteration, or addition of any improvement on any Lot, the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Area, by any person or entity, including Lot Owners, other than Developer:

a. Approval by Developer. No improvement or structure of any kind, including, without limitation, any building, fence, wall, fountain, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, driveway, solar energy device, decorative building, landscaping, landscape device or object, parking lot or garage, or other improvement shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition, change or alteration thereof or thereto be made, including but not limited to a change in the color of an improvement or building, nor shall any excavation be commenced, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by Developer. In keeping with Developer's intent to assure to each residential owner a community of quality buildings of tasteful design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. Developer may, in Developer's sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but in order to assist an owner in the development of acceptable plans and specifications, Developer shall state with reasonable particularity Developer's grounds for such disapproval. It is not Developer's intent to impose a uniform appearance but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all Owners.

b. Submission of Plans. Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any Lot shall be submitted to and approved by Developer prior to the commencement of construction or placement of such improvement. Any landscaping plan shall include: (1) a landscaping scheme; (2) a listing of the plant stock included in the scheme; and (3) the size of such stock at the time of planting. A site plan shall be submitted showing the location, diameter and species of all existing trees and a designation of all trees to be removed. In addition, Developer may require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the Owner so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by Developer, the Owner shall also furnish a drainage plan for the Lot. Developer may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for Developer to completely evaluate the proposed structure or improvement.

c. Preliminary Drawings. In order to facilitate the preparation and ultimate approval of construction and landscaping plans, any owner may submit preliminary drawings or other writings prior to the preparation and submission of final working drawings and specifications. Developer shall review such preliminary drawings and indicate its approval, disapproval, or recommendation on the matters shown thereon.

d. Statement of Approval. If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the Owner of the portion or items thereof which were found to be objectionable. In the event the Owner corrects the objectionable portions, he may resubmit the plans and specification, as corrected, for approval. Upon final

approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing or the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Developer. Should Developer fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the owner submits the plans and specifications and pays all applicable approval fees, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates any building or use restrictions contained in this Declaration, or applicable regulations or limitations imposed or required by governmental bodies or agencies, including without limitation, compliance with construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.

e. **Approval Fees.** Developer may adopt a schedule of reasonable fees for reviewing preliminary drawings or plans and specifications submitted to it for approval. The schedule may set different fees for different classifications of improvements. The schedule may also provide for additional fees for the review of any resubmitted preliminary drawings or plans and specifications. All such fees shall be payable to Developer, in cash, at the time the preliminary drawings or plans and specifications are submitted or resubmitted to Developer.

#### **XIV. RIGHTS OF MORTGAGEES**

1. **Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of common expense or assessments attributable to the Lot, or chargeable to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Lot Owners, including the acquirer and its successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may during the period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

2. **Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any Lot, the Association, on behalf of one or more Lot Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Lot at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Lot in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Lot at the foreclosure sale.

3. **Right to Inspect Books.** The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Declaration, and exhibits, and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

4. **Financial Statement.** Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year, when available.

5. **Lender's Notices.** Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of any delinquency of sixty (60) days or longer in the payment of Assessments or charges owed by the Owner of any Lot on which it holds a mortgage.



## XV. MASTER COVENANTS

The Subdivision is part of the land being developed and known as River Wilderness, and is subject to the Master Declaration. Every Lot Owner shall be subject to the terms, conditions, restrictions, covenants and provisions of the Master Declaration and shall be a mandatory member of River Wilderness of Bradenton Foundation, Inc., which performs those duties and responsibilities set forth under the Master Declaration, and its Articles of Incorporation and Bylaws, as amended from time to time. Notwithstanding the general applicability of the Master Declaration, the provisions of the Master Declaration shall not be applicable to or govern the Neighborhood Common Area or Limited Neighborhood Common Area in the Subdivision, which shall be solely and exclusively regulated by this Declaration, and the Association.

All members of the Foundation shall be obligated to pay an equitable pro rata share of the maintenance, operating expenses, repair, and replacement of the easement areas described in Article VI(3) of this Declaration. The Foundation shall collect such amounts as allocated by the Association and shall promptly remit the amounts collected to the Association. For example, and not by way of limitation, since the members of the Foundation have been granted a non-exclusive right to use the boat ramp, the members of the Foundation must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and shall be obligated to pay a fair share of the maintenance and operation of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof.

## XVI. GENERAL PROVISIONS

1. **Property Units.** The Developer has assigned and does hereby assign one property unit (as that term is defined in the Master Declaration) to each Lot for a total of sixty- seven (67) property units assigned to the Neighborhood.

2. **Remedies for Violation:** Each Owner, and every occupant or visitor of a Lot, and the users of any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Area, shall be governed by and shall comply with the terms of this Declaration and all exhibits attached hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Owner of a Lot shall be responsible for all actions of their tenants, guests, and family members. In the event of a breach of any of the covenants, conditions or restrictions contained herein, the Association or any person or persons owning real property subject to this Declaration shall have the right to take any action or prosecute any proceedings provided for by law. The prevailing party shall be entitled to recover court costs and a reasonable attorney's fee against the non-prevailing party in such action.

3. **Terms of Restrictions:** The provisions of this Declaration shall be in effect for thirty years following the recording of this Declaration in the public records and shall be automatically renewed for successive ten year periods, subject however to the right of the Developer and the Lot Owners to amend as provided in paragraph 4 below.

4. **Amendment.** This Declaration may be amended as follows:

a. Until such time as the Developer has transferred control of the Association to the non-Developer Lot Owners, this Declaration, and the Articles of Incorporation and Bylaws, may be amended by affirmative resolution of the Board of Directors of the Association without any notice, meeting or approval of the Owners as otherwise generally provided in this Declaration.

b. After transfer of control of the Association to the non-Developer Lot Owners, this Declaration may be amended at any time, and from time to time, upon the approval of Lot Owners holding at least two-thirds (2/3) of the voting interests of the Owners subject to this Declaration. All amendments shall reasonably conform to the general purpose of this Declaration. A resolution for the adoption of a proposed

amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Lot Owners.

c. An amendment shall be evidenced by a certificate of the Association, which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Manatee County.

d. No amendment shall eliminate or materially modify the obligation of the Association to maintain the Stormwater Management System as set forth in this Declaration, or otherwise affect the Stormwater Management System, without the consent of the Southwest Florida Water Management District, and Manatee County.

5. Assignment by Declarant: Declarant reserves the right to assign all or a portion of its rights and responsibilities hereunder, whether they are personal in nature or not, to the Association, or to another person or entity. After such assignment is recorded in the Public Records of Manatee County, the assignee shall stand in place and instead of Declarant as fully as if it had originally declared hereunder and shall have all of the discretionary authority granted by Declarant.

6. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

7. Waiver. Failure of Developer or the Association to insist upon strict performance of any provision of this Declaration with respect to any Property shall not be deemed to be a waiver of such provision as to such property unless Developer or the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Developer or Association with respect to any property in Solymar shall not constitute a waiver of such provision as to any other property.

8. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

9. Any significant historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Division of Historical Resources, and treatment of such resources shall be determined in cooperation with the Division of Historical Resources and Manatee County. Treatment of the resources must be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) must be followed. This requirement must be recorded in the Homeowner's Documents and noted on both the final site plan and construction plan cover sheets.

10. Additional Exhibits. The following additional exhibits are required to be recorded as part of this Declaration by Manatee County:

- Exhibit E Notice to Buyers
- Exhibit F Right of Entry and Compliance with Manatee County Land Code
- Exhibit G Tree Planting Summary
- Exhibit H List of Holdings
- Exhibit I Maintenance Program
- Exhibit J Budget and 10 Year Forecast

MAY 8 2007  
ACCEPTED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

In witnesseth whereof, the undersigned representative of the Developer has caused this Declaration to be executed this 3<sup>rd</sup> day of April, 2007.

*Richard Moody*  
\_\_\_\_\_

Witness signature

Richard Moody  
Printed name of witness

**Rivé Isle Associates, Ltd.,**

a Florida limited partnership

**By: Wade Capital, Inc.,** a Florida corporation,

its general partner

*William Vernon*  
\_\_\_\_\_

**By: William Vernon, President**


*[Signature]*  
\_\_\_\_\_

Witness signature

Rik. Luce  
Printed name of witness

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of APRIL, 2007 by **William Vernon**, as President of Wade Capital, Inc., a Florida corporation, as general partner of Rive Islé Associates, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA  
 **G. Nadia Chmeissani**  
Commission # DD601158  
Expires: OCT. 02, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

*G. Chmeissani*  
Notary Public - State of Public

My Commission Expires: 04 02, 2010

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION  
RIVE WILDERNESS, PHASE III, SUBPHASE E, F & M**

A TRACT OF LAND IN SECTIONS 7, 8, 17 AND 18 TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 702, RIVER WILDERNESS, PHASE III, SUBPHASE "D-1" & "I", RECORDED IN PLAT BOOK 38 AT PAGE 167 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.74°14'22"E., ALONG THE SOUTHERLY LINE OF SUBPHASE "D-1" & "I", A DISTANCE OF 235.43 FEET; THENCE S.15°45'38"E., A DISTANCE OF 386.38 FEET; THENCE S.49°42'25"E., A DISTANCE OF 315.59 FEET; THENCE N.86°02'39"E., A DISTANCE OF 410.49 FEET; THENCE S.49°12'02"E., A DISTANCE OF 946.40 FEET; THENCE S.64°10'14"E., A DISTANCE OF 550.00 FEET; THENCE S.48°19'10"E., A DISTANCE OF 130.76 FEET TO THE MEAN HIGH WATER LINE RECORDED IN THE PUBLIC REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING AS MEAN HIGH WATER SURVEY FILE 3002 (THE FOLLOWING ELEVEN CALLS ARE ALONG SAID MEAN HIGH WATER LINE); THENCE S.77°46'08"E., A DISTANCE OF 33.01 FEET; THENCE S.58°37'54"E., A DISTANCE OF 77.24 FEET; THENCE S.69°01'00"E., A DISTANCE OF 21.16 FEET; THENCE N.61°34'58"E., A DISTANCE OF 118.16 FEET; THENCE N.88°52'42"E., A DISTANCE OF 116.64 FEET; THENCE N.11°21'22"E., A DISTANCE OF 22.61 FEET; THENCE N.53°55'21"W., A DISTANCE OF 14.34 FEET; THENCE N.79°36'42"W., A DISTANCE OF 21.80 FEET; THENCE N.01°37'43"W., A DISTANCE OF 29.42 FEET; THENCE N.07°21'49"W., A DISTANCE OF 24.08 FEET; THENCE N.31°23'35"W., A DISTANCE OF 134.08 FEET; THENCE N.36°42'33"E., A DISTANCE OF 924.91 FEET; THENCE S.70°33'41"E., A DISTANCE OF 475.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FORT HAMER ROAD (100 FEET WIDE) DESCRIBED IN OFFICIAL RECORDS BOOK 1351 AT PAGE 2489 OF SAID PUBLIC RECORDS; THENCE S.19°26'10"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 723.80 FEET TO THE NORTHERLY LINE OF PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 1500 AT PAGE 3258 OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.70°33'50"W., A RADIAL DISTANCE OF 35.00 FEET (THE FOLLOWING FOUR CALLS ARE ALONG THE LINES OF SAID PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 1500 AT PAGE 3258); THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 95°08'56", A DISTANCE OF 58.12 FEET TO THE POINT OF COMPOUND CURVE (PCC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 41°19'35"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 306.54 FEET; THENCE S.62°57'39"W., A DISTANCE OF 326.29 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2500.00 FEET AND A CENTRAL ANGLE OF 02°09'59"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 94.53 FEET; THENCE S.65°07'39"W., A DISTANCE OF 229.00 FEET TO THE AFOREMENTIONED MEAN HIGH WATER LINE (THE FOLLOWING FIFTY CALLS ARE ALONG SAID MEAN HIGH WATER LINE); THENCE S.40°42'41"E., A DISTANCE OF 15.12 FEET; THENCE N.79°02'23"E., A DISTANCE OF 51.62 FEET; THENCE N.74°00'52"E., A DISTANCE OF 76.40 FEET; THENCE N.70°43'08"E., A DISTANCE OF 30.60 FEET; THENCE S.53°40'21"E., A DISTANCE OF 29.52 FEET; THENCE S.16°59'01"E., A DISTANCE OF 45.22 FEET; THENCE S.68°40'34"W., A DISTANCE OF 45.61 FEET; THENCE S.07°08'53"E., A DISTANCE OF 37.98 FEET; THENCE S.39°07'55"W., A DISTANCE OF 69.42 FEET; THENCE S.18°45'20"W., A DISTANCE OF 69.95 FEET; THENCE S.68°26'38"W., A DISTANCE OF 54.65 FEET; THENCE N.49°09'20"W., A DISTANCE OF 66.21 FEET; THENCE S.64°03'38"W., A DISTANCE OF 47.27 FEET; THENCE S.24°43'04"W., A DISTANCE OF 57.91 FEET; THENCE S.01°01'17"W., A DISTANCE OF 67.81 FEET; THENCE S.36°26'47"W., A DISTANCE OF 36.06 FEET; THENCE S.34°41'24"W., A DISTANCE OF 241.73 FEET; THENCE S.39°08'23"W., A DISTANCE OF 156.22 FEET; THENCE S.35°19'41"W., A DISTANCE OF 202.67 FEET; THENCE S.61°08'39"W., A DISTANCE

OF 120.69 FEET; THENCE S.70°26'41"W., A DISTANCE OF 215.38 FEET; THENCE S.80°01'11"W., A DISTANCE OF 235.62 FEET; THENCE S.85°47'25"W., A DISTANCE OF 194.97 FEET; THENCE N.11°44'18"W., A DISTANCE OF 48.48 FEET; THENCE N.34°37'53"W., A DISTANCE OF 107.61 FEET; THENCE N.37°20'58"W., A DISTANCE OF 122.38 FEET; THENCE N.50°45'47"W., A DISTANCE OF 99.34 FEET; THENCE N.42°14'27"W., A DISTANCE OF 38.51 FEET; THENCE N.43°41'43"E., A DISTANCE OF 22.81 FEET; THENCE S.34°59'05"E., A DISTANCE OF 42.99 FEET; THENCE S.76°01'43"E., A DISTANCE OF 157.55 FEET; THENCE N.61°28'25"E., A DISTANCE OF 54.29 FEET; THENCE N.14°52'09"E., A DISTANCE OF 52.15 FEET; THENCE N.13°09'26"W., A DISTANCE OF 44.14 FEET; THENCE N.65°18'42"W., A DISTANCE OF 163.69 FEET; THENCE N.83°38'11"W., A DISTANCE OF 137.59 FEET; THENCE S.89°05'20"W., A DISTANCE OF 110.31 FEET; THENCE N.84°30'41"W., A DISTANCE OF 74.00 FEET; THENCE N.37°50'28"W., A DISTANCE OF 66.51 FEET; THENCE N.49°41'48"W., A DISTANCE OF 107.72 FEET; THENCE S.88°59'53"W., A DISTANCE OF 44.61 FEET; THENCE N.59°05'56"W., A DISTANCE OF 19.92 FEET; THENCE N.49°38'54"E., A DISTANCE OF 9.00 FEET; THENCE N.54°41'14"E., A DISTANCE OF 44.01 FEET; THENCE N.19°41'19"W., A DISTANCE OF 56.12 FEET; THENCE N.03°59'22"W., A DISTANCE OF 55.99 FEET; THENCE N.10°57'44"E., A DISTANCE OF 38.60 FEET; THENCE N.26°54'59"W., A DISTANCE OF 47.62 FEET; THENCE N.71°41'18"W., A DISTANCE OF 30.43 FEET; THENCE S.50°50'38"W., A DISTANCE OF 67.50 FEET; THENCE N.12°11'26"W., A DISTANCE OF 323.31 FEET; THENCE N.63°49'18"W., A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.63°49'18"W., A RADIAL DISTANCE OF 275.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 42°25'08", A DISTANCE OF 203.60 FEET; THENCE N.16°14'26"W., A DISTANCE OF 266.27 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE N.16°14'26"W., A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.16°14'26"W., A RADIAL DISTANCE OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; THENCE N.16°14'26"W., A DISTANCE OF 847.02 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1525.00 FEET AND A CENTRAL ANGLE OF 04°45'13"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 126.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 83.1413 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION**

**ARTICLES OF INCORPORATION OF  
RIVE ISLE ASSOCIATION, INC.**

**ARTICLE I  
NAME OF CORPORATION AND MAILING ADDRESS**

The name of this corporation shall be Rive Isle Association, Inc., hereinafter referred to as Association. The principal office and mailing address of Association shall be One Wilderness Boulevard, Parrish, Florida 34219. The Directors of the Association may change the location of the principal office or mailing address from time to time.

**ARTICLE II  
PURPOSES**

The general nature, objects and purposes of the Association are as follows:

1. To administer and enforce the Declaration of Covenants, Conditions and Restrictions for River Wilderness Phase III- Subphases E, F, and M ("Declaration").
2. To take such action as may be deemed appropriate to promote the health, safety, and welfare of the owners of the property within the Subdivision.
3. To maintain, improve, repair and replace those portions of the Neighborhood Common Areas and Limited Neighborhood Common Areas for which the Association has authority and responsibility under the Declaration, including but not limited to the Stormwater Management System, and such other improvements provided within the Subdivision for the benefit of members of the Association.
4. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE III  
POWERS**

The Association shall have powers and privileges granted to a corporation not for profit under Chapter 617, Florida Statutes, and those powers provided to a homeowners association under Chapter 720, Florida Statutes, except as may be limited or otherwise provided by these Articles, and all powers reasonably necessary to implement and effectuate the purposes of the Association, including without limitation, the power to own and convey property, assess its members and enforce assessments, sue and be sued, and contract for services, including the operation and maintenance of the surface water management system facilities.

**ARTICLE IV  
MEMBERS**

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Bylaws and Declaration.

**ARTICLE IX  
SUBSCRIBER**

The name and address of the subscriber to these Articles is William Vernon, One Wilderness Boulevard, Parrish, Florida 34219.



**ARTICLE V  
DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors. Except for persons appointed by the developer to the Board of Directors, the qualifications, method of election, and powers shall be as set forth in the Bylaws. The initial Directors consisting of persons named by the developer to the Board need not be Members of the Association. All non-developer directors shall be Members of the Association, or spouses of Members. The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Bill Vernon  
One Wilderness Boulevard  
Parrish, Florida 34219

Jane Vernon  
One Wilderness Boulevard  
Parrish, Florida 34219

Roy Premer  
One Wilderness Boulevard  
Parrish, Florida 34219

**ARTICLE VI  
OFFICERS**

The officers designated in the Bylaws shall administer the affairs of the Association.

**ARTICLE VII  
BYLAWS**

The Bylaws may be altered, amended, or rescinded in the manner provided by such Bylaws.

**ARTICLE VIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.

2. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE IX  
AMENDMENT TO ARTICLES OF INCORPORATION**

1. These Articles of Incorporation may be altered, amended or repealed by majority vote of the Board of Directors until the Developer transfers control of the Association to the non-developer members. After the transfer of control of the Association to the non-developer members, the Articles of Incorporation may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting in which proposed amendment is considered.

b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third of the voting interests of the members of the Association. Members not present in person or by proxy at the meeting considering amendment may express their approval in writing, providing such approval as delivered to the secretary at or prior to the meeting. Except as elsewhere provided, amendments must be approved a majority of the membership of the Board of Directors and by not less than two-thirds of the voting interests, present in person or by proxy, at any annual or special meeting, or by approval in writing by a majority of the total voting interests without a meeting.

c. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing of all members of the Association.

d. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Manatee County, Florida.

e. No amendment shall become effective without the written consent of the Developer for so long as the Developer is in control of the Association.

**ARTICLE X  
TERM**


The term of the Association shall be perpetual, provided however, in the event the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

**ARTICLE XI  
RESIDENT AGENT**

The corporation has appointed Chad M. McClenathen, 1820 Ringling Boulevard, Sarasota, Florida, 34236, as its registered agent and resident agent under the laws of the State of Florida. The Board may change the Registered Agent and registered office from time to time as permitted by law.

Executed this 30<sup>th</sup> day of March, 2007.

Rivé Isle Association, Inc.

  
By: William Vernon, Subscriber

**EXHIBIT "C"**

**BYLAWS**

**BYLAWS FOR  
RIVÉ ISLE ASSOCIATION, INC.**

1. Identity. These are the Bylaws of Rive Isle Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering River Wilderness Phase III, a residential single-family subdivision located in Manatee County, Florida.
  - 1.1 Mailing Address. The mailing address of the Association shall be One Wilderness Boulevard, Parrish, Florida 34219, or at such other place as may be designated by the Board of Directors from time to time.
  - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (2007).
2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration unless the context requires otherwise.
3. Members. The members of the Association shall be the record owners of fee title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot for purposes of determining voting, assessment and use rights.
  - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the Lot.
  - 3.2 The vote of a member is not divisible. There shall be one vote per Lot. The right to vote may be denied if the member is delinquent in the payment of assessments in excess of 90 days. The following persons shall be authorized to cast a vote on behalf of a unit depending on the specified ownership interests:
    - (a) If a Lot is owned by one natural person, that person has the right to cast a vote on behalf of the Lot.
    - (b) If a Lot is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the Lot.
    - (c) If a Lot is subject to a life estate, any of the life tenants may cast a vote on behalf of the Lot, or the holder(s) of the remainder interest may cast the vote.
    - (d) If the owner of a Lot is a corporation, any officer of the corporation may cast the vote of behalf of the Lot.
    - (e) If a Lot is owned by a partnership, any general partner may cast the vote on behalf of the Lot.
    - (f) If a limited liability company owns a Lot, any authorized agent may cast the vote on behalf of the Lot.

(g) If a Lot is owned by a trustee(s), the vote for the Lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Lot.

In a situation where there are two or more persons are authorized to cast a vote on behalf of a Lot, it shall be presumed that the person casting the vote has the consent of all such persons. If the event the persons who are authorized to vote on behalf of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

- 3.3 Approval or Disapproval of Matters. Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.
- 3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the subdivision during the period of membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

- 4.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.
- 4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The mailing of the notice shall be affected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Notice must also be posted continuously at the subdivision property for not less than 14 days before the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the

beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the votes of the members.
- 4.5 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
  - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
  - (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
  - (d) Proof of notice of the meeting or waiver of notice;
  - (e) Reading and disposal of any unapproved minutes;
  - (f) Reports of officers;
  - (g) Reports of committees;
  - (h) Call for final balloting on election of directors and close of balloting.

- (i) Appointment of inspectors of election;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

## 5. Directors.

- 5.1 Number, Tenure and Qualifications. While the Developer is in control of the Association, the number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the first election in which Lot Owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be increased to five (5). The three (3) candidates receiving the highest number of votes shall each be elected for a term which expires at the annual election after the next annual election. The two (2) candidates receiving the next highest number of votes shall each be elected for a term which expires at the next annual election. If there are five or fewer candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for

two (2) year terms. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the Members as described in Section 5.3 below, or in the case of a vacancy, as provided in 5.4 below.

5.2 Qualifications. Except for Declarant representatives, every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a lot as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

5.3 Election of Directors. The following procedures shall apply to the election of directors when directors are to be elected by vote of the membership; these procedures do not apply to the appointment of persons on the Board of Directors by the Developer:

- (a) The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
- (b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
- (c) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
- (d) Nominations shall also be accepted from the floor on the date of the election.
- (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies; the candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

Except for the filling of vacancies during the time when the Developer is entitled to control the Board of Directors, if the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the



directors are removed, the vacancies shall be filled by the members in the agreements used to recall the Board members, or by vote at the recall meeting, as applicable.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

- 5.5 Removal of Directors. Any or all directors, except those appointed by the Developer, may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes.
- 5.6 Organizational Meeting. The organizational meeting of newly-elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the subdivision property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Foundation's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all members who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be posted at a designated location on River Wilderness property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Written notice of any meeting at which an assessment, or at which rules regarding Lot use, will be considered, shall be provided to the members via one of the methods set forth in Section 3.7 of these Bylaws and posted at a designated location on the River Wilderness property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.
- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Members may petition for an item of business to be discussed at a board meeting as permitted by Section 720.303(2)(d), Florida Statutes.

- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members personally or by mail, telephone, telegraph, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Report of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

- 5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 5.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the subdivision during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the subdivision, (b) to determine the assessments payable by the Lot Owners to meet the common expenses, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the subdivision property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Lot Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include the following:
- (a) Operating and maintaining the Neighborhood Common Areas.
  - (b) Determining the common expenses required for the operation of the subdivision and the Association.
  - (c) Collecting the assessments for common expenses from Lot Owners.
  - (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common areas.

- (e) Adopting and amending rules and regulations concerning the operation and use of the Subdivision property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories.
- (g) Purchasing lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Enforcing obligations of the Lot Owners.
- (i) Levying fines against Lot Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the subdivision. The Board of Directors may levy a fine against a Lot Owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declarations, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Bylaws, or Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied 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. The hearing shall be conducted before a panel of three (3) Lot Owners appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

The Lot Owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (j) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas provided, however, that the consent of at least a two-thirds of the voting interest present, in person or by proxy, at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of ten Thousand Dollars

(\$10,000.00). If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph is not repaid by the Association, a Lot Owner who pays to the creditor his or her portion thereof shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Lot Owner's Lot.

- (k) Contracting for maintenance in accordance with duties under the Declaration.
- (l) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (m) Convey a portion of the neighborhood common areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

#### 7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the subdivision is located, is subjected to:
  - (1) a state of emergency declared by local civil or law enforcement authorities;
  - (2) a hurricane warning;

- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

## 8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (the president and vice-president must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

- 8.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for management or any other compensable service, in their reasonable business discretion.
10. Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all lots owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following:
- 11.1 Budget. The Board of Directors shall adopt a budget of common expense for the subdivision. The assessment is payable in full on or before May 1 of each year. The Board of Directors shall provide a copy of the budget to each member or written notice advising that a copy of the budget shall be provided upon request at no cost to the member.
- 11.2 Reserves. The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
- 11.3 Special Assessments. Special assessments proposed by the Board of Directors may be levied if approved by vote of not less than two-thirds of the members participating in person or by proxy at a membership meeting. All special assessments shall be secured by a lien in the same manner as regular annual assessments per the Declaration.
- 11.4 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.
- 11.5 Financial Reports. In accordance with Chapter 720, Florida Statutes, not later than 60 days following the close of the fiscal year, the Board shall, as a minimal requirement, distribute to the members a report showing in reasonable detail the financial condition of the Foundation as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later

than 60 days following the close of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Foundation may mail or deliver each member not later than 60 days following the close of the fiscal year a notice that a copy of the financial report will be mailed or hand delivered to the member, without charge, upon receipt of a written request from the member.

- 11.6 Fiscal Year. The fiscal year for the Association shall begin on the first day of May of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.7 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name.
12. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Corporate Act, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Lot Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be altered, amended or repealed by majority vote of the Board of Directors until the Developer transfers control of the Association to the non-developer members. After the transfer of control of the Association to the non-developer members, the Bylaws may be amended in the following manner:
- 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, or by not less than one-third of the voting interest of the Association.
- 14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by a majority of the membership of the Board of Directors and by not less than a two-thirds of the voting interests, present in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment, or by approval in writing by a majority of the total voting interests without a meeting.



- 14.4 Developer approval. No amendment shall become effective without the written consent of the Developer for so long as the Developer is in control of the Association.
- 14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County.
15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of lots, common areas, and the operation of the Association. However, after transfer of control of the Association from the developer to the non-developer owners, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total voting interests. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each Lot Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
20. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget in the aggregate for any calendar year for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

The foregoing were adopted as the Bylaws of River Isle Association, Inc., at a meeting of the Board of Directors held on the 30<sup>th</sup> day of March 2007 .

Rivé Isle Association, Inc.

  
By: William Vernon, President

**EXHIBIT "D"**  
**BOAT DOCK RULES**

## BOAT DOCK RULES FOR RIVE ISLE ASSOCIATION, INC.

1. Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of these Rules and Regulations regarding Boat Docks and Boating are required by Manatee County, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to provisions 2 through 7.
2. Boats docked within Rive Isle shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet. Single family boat docks are limited to one boat.
3. The use of the boat slips shall be limited to boats owned by residents of the subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.
4. Fueling or repair facilities, viewing facilities, pump-out facilities; "liveaboards", waste disposal, or fish cleaning stations shall be prohibited.
5. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.
6. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.
7. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.
8. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.
9. Notwithstanding any thing herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.

ACCEPTED IN OPEN SESSION - MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

**EXHIBIT "E"**

**NOTICE TO BUYERS**

**NOTICE TO BUYERS OF RIVER WILDERNESS,  
PHASE III- SUBPHASES E, F, and M**

**To the Purchasers of Lots in River Wilderness, Phase III- Subphases E, F, and M in Manatee County, Florida:**

THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, having specifically considered the recommendation of the Planning Commission, the criteria set forth in Manatee County Ordinance No. 90-01 (the Manatee County Land Development Code); and finding PDR-98-17(P)(R4) consistent with Manatee County Ordinance No. 89-01 (the 2020 Manatee County Comprehensive Plan), Revised Preliminary Site Plan PDR-98-17(P)(R4) - RIVER WILDERNESS ASSOCIATES, LTD is hereby approved to allow 178 lots for single-family detached residences, an R.V. and boat storage area, a community park, relocation of an existing boat ramp, and a new dock at the boat ramp, 127 boat slips on an interior basin system with navigable access to the Manatee River, and 29 individual docks and 10 observation piers along the Manatee River, and GRANT Special Approval for a project: 1) adjacent to a perennial stream; 2) at least partially within the CH (Coastal High Hazard Area); 3) the CEA (Coastal Evacuation Area); and 4) the CSVA (Coastal Storm Vulnerability Area). Copies of the FSP No. PDR-98-17/FSP-05-73.(R) can be found in the Records Management Department of the Planning Department.

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

1. The Declaration of Covenants, Conditions and Restrictions of River Wilderness, Phase III- Subphases E, F, and M (the "Declaration"), recorded in Official Records
2. Book \_\_\_\_\_ Page, \_\_\_\_\_ Public Records of Manatee County, Florida.
3. Ownership of a Lot in said Subdivision automatically makes you a member of River Wilderness, Phase III- Subphases E, F, and M, making you subject to their By-laws and regulations. Each lot entitles each owner to one vote in the affairs of the Association.
4. 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.
5. The initial proposed assessment by the Association for the year running from **January 1, 2007** through **December 31, 2007** is **\$1,000** 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 Subdivisions. 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 "Capitol Contribution") to be used by the Association solely for the payment of Association expenses. The amount of the Capitol Contribution shall be as determined by the Board, but shall not exceed the then applicable Annual Assessment.
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 Environmental 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 thereafter.
10. For all lots abutting wet detention ponds: The owners shall not remove native vegetation (including cattails) that becomes 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.
11. Project site falls in Zone AE with the Base Flood Elevations of 9.7' to 9.8' above M.S.L. with a portion of the property encroaching into the FEMA regulatory floodway (Manatee River) per FIRM panel 120153 0215C and 120153 0220C. Specifically all lots appear to encroach into the flood zone AE, with lots 1-6 and 93 encroaching into the regulatory floodway.
12. Per the FEMA 44 CFR 60.3.c.2, an AE zone shall have the lowest habitable finished floor elevated to or above base flood elevation (BFE) and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at BFE plus a one (1) foot freeboard, flood protection elevation (FPE). The finished floor of the homes within the AE zone must be at least one (1) foot higher than the BFE.
13. 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.
14. A sealed survey showing a FIRM panel number, flood zone, flood zone lines delineated, base flood elevation with existing and proposed grades of the lot, must be submitted at the time of building permit application, unless there is a FEMA approved LOMR (letter of map revision) for the above lots, in which case the surveyor will need to note the case number on the survey.
15. **THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOOD PLAIN MANAGEMENT SECTION.**

16. 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.

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. Replacement canopy trees placed on individual lots shall be planted in accordance with Section 714.8.4 and be consistent with the landscape plan submitted with the amended Preliminary Site Plan. See Attached Schedule 1.
8. If a tree is required on a lot, and if the property owner removes the tree, they must replace it. Also, the remainder may be planted elsewhere in River Wilderness, or as allowed by code, including payment to the Tree Trust Fund.
9. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued for a house on a lot until a licensed landscape architect has certified to the Planning Department that all required replacement trees have been installed, that such trees are of at least Florida grade #1 stock, that the trees have been planted using proper installation techniques, and that the trees have not been planted in a manner to interfere with a drainage swale or planted within 15' of a building pad or pool cage or enclosure.
10. In accordance with the requirements of Section 714.8.4, should removal be required, such removal shall require a Tree Removal Permit in accordance with Section 714.2 and tree replacement. Only pruning of required tree shall be allowed in accordance with Section 714.2.2.8.
11. Replacement trees that are damaged by natural calamities on individual residential lots removed must be replaced with the same size and type of tree as originally planted. This includes any areas of common ownership or trees shown on the site plan.

17. Unless permitted by the Manatee County Land Development Code, and Southwest Florida Water Management District 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.
18. Single family boat docks are limited to one boat.
19. Boat Ramp usage is strictly prohibited to public use and is intended for Declarant, Homeowner and Guests.
20. The fact that Manatee River and Gamble Creek are known to be frequented by Manatees. Boat rentals, personal watercraft rentals, live aboards, and repair activities shall be prohibited from all docks and the boat ramp.
21. In a 100 year storm event the surface water / storm water lakes could rise up to 7 feet above normal water elevations or C.W.L.
22. Placement of fill on to lots is prohibited outside the parameters of The Southwest Florida Water Management Permit # 43021118.008 or without a permit modification from SWFWMD.
23. Except where a lot owner has received permission from the Manatee County Natural Resource Division and the Southwest Florida Water Management District, the following acts and activities are expressly prohibited within the boundaries of that area on the Final Plat recorded in the public records identified as "Dry Retention":
- Construction or placing of building, roads, signs or other structures on or above the ground, with the exception of a boardwalk permitted as part of the construction of a permitted dock.
  - Construction or placing of utilities on, below or above the ground, with the exception of those permitted as part of the construction of a permitted dock.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste or offensive materials.
  - Removal, mowing or trimming of trees, shrubs or other vegetation, with the exception of that necessary as part of the construction of a permitted boardwalk.
  - Application of herbicides, pesticides or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil rock or other material.
  - Any activity detrimental to drainage, flood control, water conservation, erosion control and soil conservation.
  - Acts or uses detrimental to such retention areas.
24. No residence or related structures (such as a pool) may be built within the area of the existing floodway line on Lots 1, 2, 3, 4, 5, 6, and 93 and no building permit will be issued by Manatee County for building outside the floodway line on those Lots, until Developer's engineer either i) provides the engineering required by the land development code to build on such a lot; or ii) files one or more affidavits joined by the Manatee County Building Official or his designee, that the Letter of Map Revision Amendment has been approved moving the floodway outside the platted lot.
25. The proposed footprint of all docks is delineated on the Final Site Plan. Appropriate safety lighting shall be installed on any docks within Lots 1-5. Docks of Lots 1-5 shall be no longer than 15' or minus 3' water depth, whichever is greater. All docks that encroach into the regulatory floodway will be required to have a No-Rise certification and all corresponding technical data.



26. Two boat slips will be provided for the Manatee County Sheriff's Office and the State of Florida Fish & Wildlife Services (2 slips total).
27. Certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.
28. Required setbacks shall be as follows:

Single-family detached lots:

Front	25'
Side	7.5'
Rear	15'*

\* Provided, however, no structures or buildable areas shall be permitted within the drainage easement areas. Additionally a stormwater maintenance easement within the drainage areas shall be recorded in favor of the Homeowner's Association and SWFWMD over the dry retention areas, which will prohibit all structures, buildable area, paving, creation of impervious area, placement of lawn furniture, patios, pools, pool cages, or fences within the drainage retention areas. The only exception shall be for access to docks which shall be placed in accordance with the SWFWMD permit. Included in the maintenance easement shall be plans for common maintenance of the easement areas consistent with the SWFWMD permit and a prohibition against the application of chemicals within the easement areas.

29. The stormwater easement areas shall be delineated on individual lots with signage similar to the signs required for the identification of wetland buffers.
30. There shall be no vacation of the easements to permit future construction or encroachments.
31. The minimum floor area for all homes shall be 2,800 sq. ft.
32. The community park along the Manatee River shall contain off-street parking for 10 vehicles, shade trees, grills, benches, and picnic tables. The existing tot lot within River Wilderness shall be upgraded to include a commercial grade tot lot with 7 or more play activities with the first Final Plat.
33. All roads within the project shall be private. A POMD agreement is recorded in Official Record Book 2205 and Page 3911, Public Records of Manatee County, Florida.
34. Unless otherwise approved by Planning Department, native or naturalized plant species indigenous to Manatee County or xeriscape plant species, shall be utilized for required landscaping within common areas. In addition, the developer shall disseminate information on the Florida Yards and Neighborhood Program to individual lot owners.
35. Any significant historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Division of Historical

Resources, and treatment of such resources shall be determined in cooperation with the Division of Historical Resources and Manatee County. Treatment of the resources must be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) shall be followed. This requirement shall be recorded in the Homeowner's Documents.

- 36. State and federal permits for the proposed individual lot docks and boat ramp facility shall be obtained prior to County Building Permit approval.
- 37. Boats docked within this development shall be restricted to a maximum draft of 2.5 feet.
- 38. The use of the boat slips shall be limited to boats owned by residents of this development only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.
- 39. The area between the buildable area and the waterfront of the interior lots shall be planted with the appropriate groundcover and plantings to protect water quality as approved by the Planning Department with the Final Site Plan. The intent of the stipulation is to prevent chemical application.
- 40. Mooring of boats shall be prohibited at the Observation Docks depicted on Lots 7-9 & 12-14 in accordance with the approved Manatee Protection Plan. Installation of handrails shall be required on observation docks.
- 41. Holds will be placed on Lots 1, 2, 3, 4, 5, 6, and 93 until approved Letter of Map Revision (LOMR) from FEMA.
- 42. All docks that encroach the regulatory floodway, as proposed, will be required to have No-Rise Certification (and all corresponding technical date) (LDC 718.6.2.3.1).
- 43. Until an approved LOMR is received by the Building Dept/Floodplain Section, any structure built will be considered to be in the 100-Year Floodplain, and will be required to meet all criteria as set forth in the LDC 718 Floodplain Management, the Manatee County Floodplain Ordinance 89-10, and the 44 CFR (Code of Federal Regulations) Section 60.3.

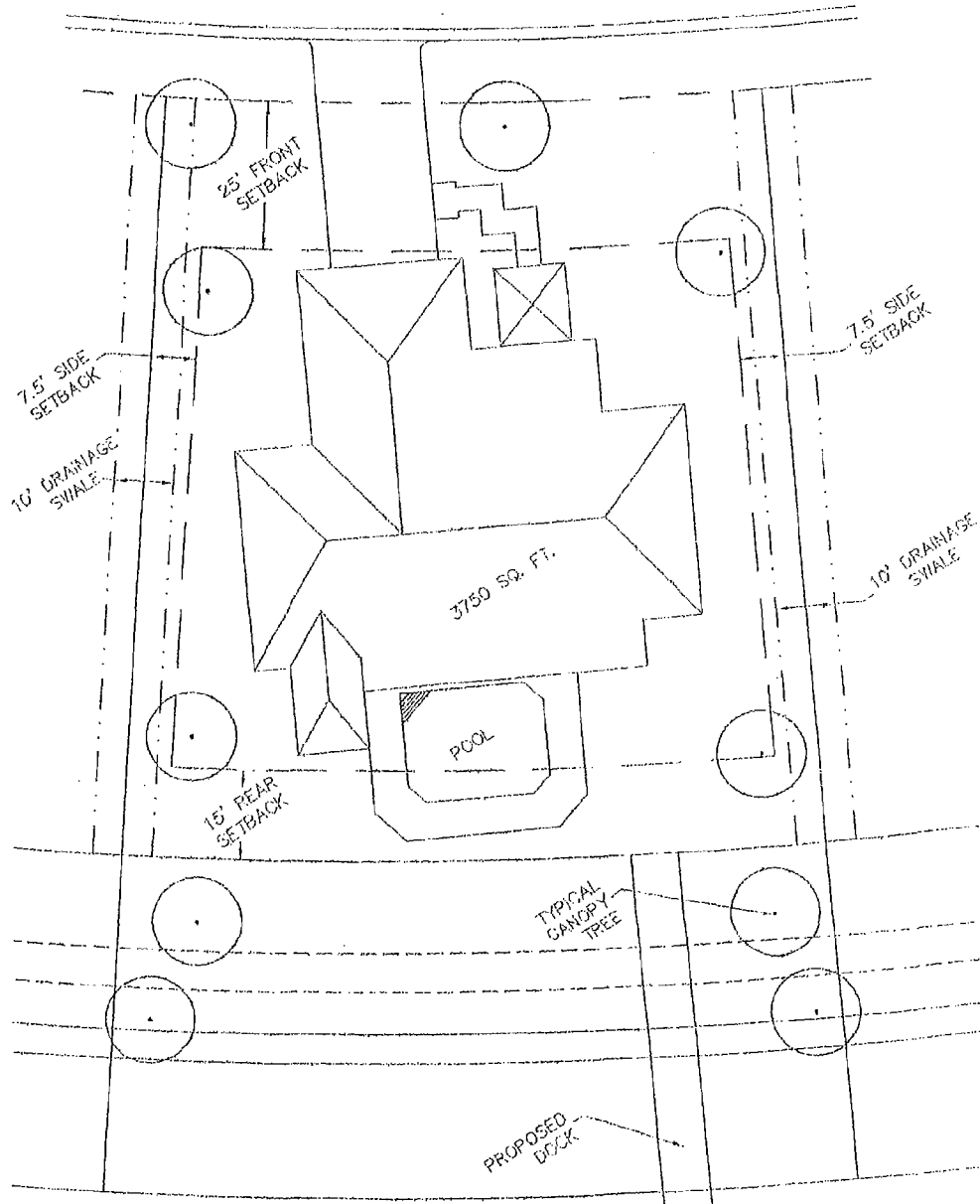
\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Schedule 1  
page 1 of 2  
Typical Landscape Tree Replacement



Schedule 1  
page 2 of 2  
Typical Landscape Tree Replacement

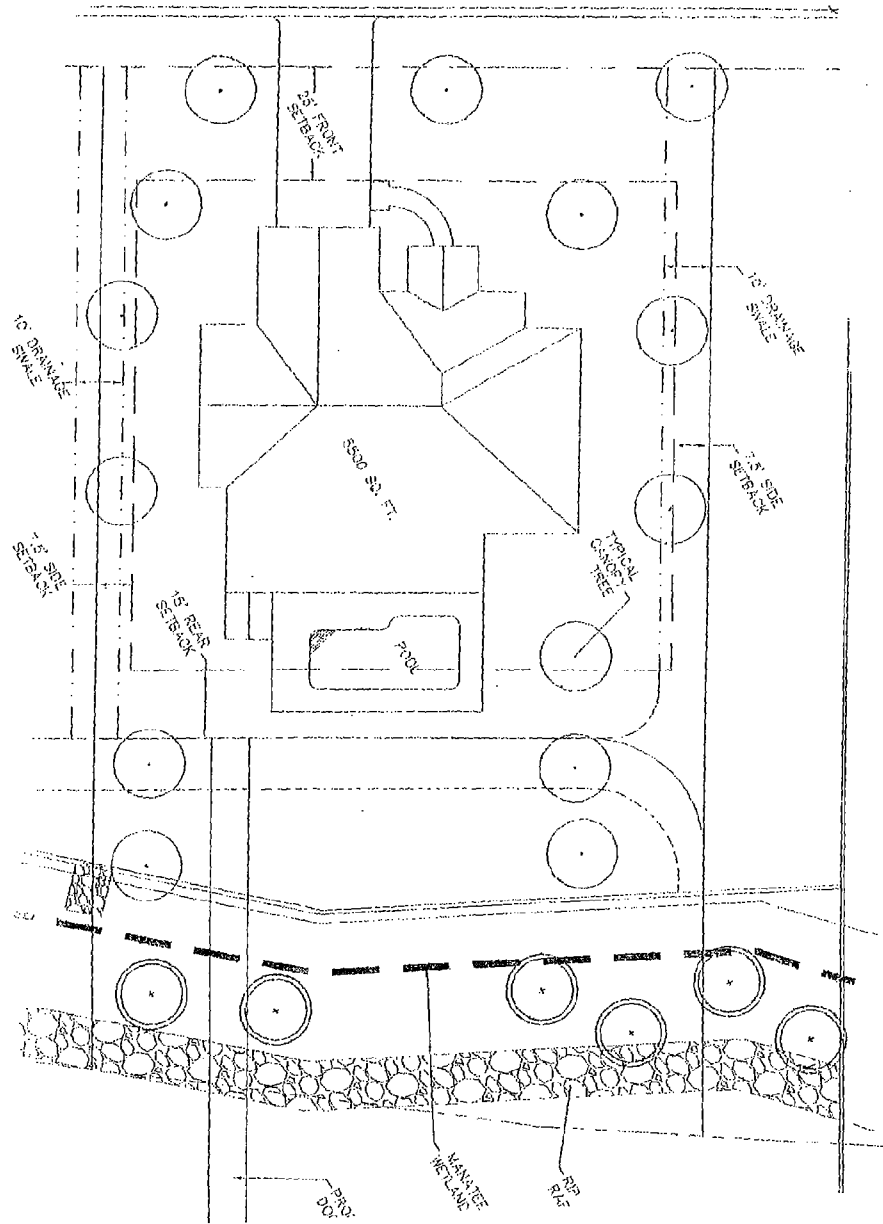


EXHIBIT "F"  
RIGHT OF ENTRY

ACCEPTED IN OPEN SESSION  
MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

**RIGHT OF ENTRY AND COMPLIANCE WITH MANATEE COUNTY LAND  
DEVELOPMENT CODE FOR  
RIVER WILDERNESS, PHASE III- SUBPHASES E, F, AND M**

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 III- Subphases E, F, and M.

- 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 on a pro-rated basis and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, 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 amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

**EXHIBIT "G"**

**TREE PLANTING SUMMARY**

**TREE REPLACEMENT AND INSTALLATION  
RIVER WILDERNESS – PHASE III, RIVE ISLE, SUBPHASE E/F**

**Note:**

All plant material to meet criteria listed below and shall be Florida #1 quality determined by the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants 2<sup>nd</sup> Edition (Feb. 1998 Pl# 97T-05). The predominant proposed common area landscaping material are either, native or naturalized plant species indigenous to Manatee County or Xeriscape Plant Species and are Florida friendly plant species indicated by the Florida Yards and neighborhood Program.

**Note:**

Any future tree removal shall require a new three removal permit in accordance with Section 7.14 of the Land Development Code. This requirement will be satisfied with each Individual Final Site Plan/Construction Plan.

**Note:**

All street trees planted on lots shall meet the "visibility triangle" for driveways. LLDC, Section 713.2.2.

**Note:**

Manatee County Commission Stipulation A.1, shall and has been met for the Fort Hamer Road Landscape Buffer.

**Note:**

Street trees on lots are the responsibility of the builder/homeowner regarding installation and maintenance replacement trees are the responsibility of the homeowner. Such street & required lot replacement trees shall be installed prior to Certificate of Occupancy. Trees in Common Areas, Buffers, and Greenbelts are the responsibility of the Developer to install and maintain.

**Note:**

No trees or shrubs shall be planted within the middle two-thirds (2/3) of any drainage swale or within three (3) feet measured horizontally from the centerline of the drainage swale, whichever is greater.

**Note:**

No street tree or other tree will be planted within a Public Right of Way or Public or Private Utility Easement. No tree will be planted closer than 25' from a Right of Way.

**Note:**

Replacement canopy trees placed on individual lots must be planted in accordance with Section 714.8.4 and be consistent with the Landscape Plan submitted with the Amended Preliminary Site Plan three different species for canopy trees will be required. The property owner will be responsible to replace all required lot trees. If removed, and replace with an approved tree species and approved size and caliper any replacement trees damaged beyond repair by natural calamities on individual lots must be replaced with same size and type of tree originally planted by the lot owner. Additionally: All damaged replacement trees in common areas or replacement trees shown on the site plan must be replaced by the property owner.

**RIVER WILDERNESS – PHASE III, RIVE ISLE, SUBPHASE E/F**



**Note:**

1. Canopy trees shall be installed no closer than fifteen (15) 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 2<sup>nd</sup> Edition (February 1998 PI#97T-05).
4. The builder or homeowner will provide a Landscape Plant to the Developer or H.O.A. depicting approved canopy tree species, size, and spacing prior to installation of landscape material. The Landscape Architect shall review and approve said Landscape Plan. Upon implementation of required canopy trees the Landscape Architect will inspect and certify to the County in writing that the installation meets the requirements of the approved Landscape Plan.
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.

**LOT/STREET CANOPY TREE LIST**

- \* 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 the Tree Planting Summary Chart.
- \* Canopy trees shall be:  
12" Height x 5' spread x 3" Caliper (minimum).
- \* Canopy tree spacing shall be a minimum of 25' on center.
- \* Selective Tree List:

**CANOPY TREES**

**Live Oak  
Shumard Oak  
Laurel Oak  
Magnolia  
Sweetgum  
Red Maple  
Elm  
Sycamore  
Bald Cypress**

# River Wilderness - Phase III Rive Isle - Subphase E

## River Wilderness- Phase III Rive Isle, Subphase E

Lot No.	Yard/Side & Rear	Street	Type	Size	Qty
1	8	3			11
2	8	3			11
3	8	2			10
4	8	2			10
5	8	2			10
6	8	3			11
7	8	4			12
8	7	3			10
9	8	3			11
10	7	3			10
11	8	2			10
12	7	2			9
13	6	4			10
14	6	5			11
80	5	6	SEE LOT/STREET	CANOPY LIST	11
81	6	2	FOR SUGGESTED TYPE AND		8
82	5	3	REQUIRED SIZE AND MINMUM		8
83	6	2	SPACING		8
84	6	2			8
85	6	3			9
86	9	3			9
87	5	2			7
88	5	2			7
89	5	2			7
90	6	2			7
91	5	2			7
92	6	3			9
93	6	5			11
94	6	2			8
95	6	2			8
				<b>SUB TOTAL</b>	<b>278</b>

ACCEPTED IN OPEN SESSION  
MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

## River Wilderness - Phase III Rive Isle - Subphase E

### River Wilderness- Phase III Rive Isle, Subphase F

Lot No.	Yard/Side & Rear	Street	Type	Size	Qty
96	8	2			10
97	5	5			10
98	6	3			9
99	5	2			7
100	5	2			7
101	5	2			7
102	5	2			7
103	5	2			7
104	5	2			7
105	5	2			7
106	5	2			7
107	6	2			8
108	5	2			7
109	5	3			8
110	5	2			7
111	6	3			9
112	6	2			8
113	5	5			10
160	4	6			10
161	6	2			8
162	6	2			8
163	6	2			8
164	6	2	SEE LOT/STREET CANOPY LIST		8
165	6	2	FOR SUGGESTED TYPE AND		8
166	7	2	REQUIRED SIZE AND MINIMUM		9
167	6	2	SPACING		8
168	6	2			8
169	6	2			8
170	6	2			8
171	5	2			7
172	6	3			9
173	6	2			8
174	5	2			7
175	6	2			8
176	6	2			8
177	6	2			8
178	3	2			5
				<b>SUB TOTAL</b>	<b>293</b>

**EXHIBIT "H"**  
**LIST OF HOLDINGS**

**LIST OF HOLDINGS  
FOR RIVER WILDERNESS PHASE III- SUBPHASES E, F, AND M**

1. Tract 100: Private roads, entrance and gate
2. Tract 503: Private drainage area, public flowage easement
3. Tract 505: Private drainage area, public flowage easement
4. Tract 506: Private drainage area, public flowage easement
5. Tract 507: Private drainage area, public flowage easement
6. Tract 508: Private drainage area, public flowage easement
7. Tract 605: Private common area
8. Tract 606: Private common area, community ramp, community park, community parking
9. Tract 607: Private common area
10. Tract 608: Private common area
11. Tract 609: Private common area
12. Tract 610: Private common area
13. Tract 611: Private common area
14. Tract 701: Conservation easement, public flowage easement
15. Tract 702: Conservation easement, public flowage easement
16. Tract 703: Conservation easement, public flowage easement
17. Tract 704: Conservation easement, public flowage easement

ACCEPTED IN OPEN SESSION MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

**EXHIBIT "I"**  
**MAINTENANCE PROGRAM**

### MAINTENANCE PROGRAM FOR RIVER WILDERNESS, PHASE III- SUBPHASES E, F AND M

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 week.
  - 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 "J"**

**CONSENT AND JOINDER OF ASSOCIATION**

**&**

**CONSENT AND JOINDER OF FOUNDATION**



CONSENT AND JOINDER OF ASSOCIATION


The undersigned authorized representative of **Rive Isle Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F and M for the purpose of accepting the responsibility to operate and maintain said Subdivision and otherwise perform the duties as provided therein, consistent with the requirements of Chapters 617 and 720, Florida Statutes.

Rive Isle Association, Inc.

William Vernon  
By: William Vernon, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of MARCH, 2007 by William Vernon as President of Rive Isle Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated the above-named person is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA  
 G. Nadia Chmeissani  
Commission # DD601158  
Expires: OCT. 02, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public G. Nadia Chmeissani  
Printed Name G. Nadia Chmeissani  
My Commission Expires: OCT-02, 2010

ACCEPTED IN OPEN SESSION MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

CONSENT AND JOINDER OF FOUNDATION


The undersigned authorized representative of **River Wilderness of Bradenton Foundation, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River wilderness Phase III-Subphases E, F and M (Declaration) for the purposed of approving and accepting same, and agrees to accept the transfer and assignment of the rights, duties, obligations, responsibilities, liabilities, debts, assets, and property rights of Rive Isle Association, Inc., In accordance with Article V(3) of the Declaration, if and when the Developer exercised the reserved right to make such transfer.

**River Wilderness of Bradenton Foundation, Inc.**

Paul F. O'Hara  
By: **Paul O'Hara, President**

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of April, 2007 by Paul O'Hara as President of River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of Identification is indicated the above-named person is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA  
 **Margaret F. Reiling**  
Commission #DD631542  
Expires: MAR. 09, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public Margaret F. Reiling  
Printed Name Margaret F. Reiling  
My Commission Expires: Mar. 9, 2011

**EXHIBIT "K"**

**2007 BUDGET & 10-YEAR FORECAST**

RIVE ISLE ASSOCIATION, INC.  
10 YEAR BUDGET FORECAST

ITEM	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Number of lots with Homes	25	50	75	100	125	150	178	178	178	178
Number of Platted Lots	178	178	178	178	178	178	178	178	178	178
<b>BUDGET LINE ITEMS</b>										
Audit & Tax Preperation	500	500	515	530	546	4,000	4,120	4,244	4,371	4,502
Insurance	3,000	4,200	4,326	4,456	4,589	4,727	4,869	5,015	5,165	5,320
Legal & Professional	500	500	515	530	546	563	580	597	615	633
Permits & Fees	100	100	103	106	109	113	116	119	123	127
Professional Mgmt. Fees	1,200	2,400	3,600	4,800	6,000	7,200	8,544	8,544	8,544	8,544
Office Expense	900	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520
Electric for Common Area	4,000	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601
Landscape Contract	15,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335
River Lodge	0	15,000	39,000	40,170	41,375	42,616	43,895	45,212	46,568	47,965
RI Resident Common Boat Docks	0	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334
County/State Public Safety Docks	750	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
Grounds - Other	3,750	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334
Irrigation Repairs	750	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534
Electrical Maintenance	200	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
Fountain Maintenance	750	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280
Wetland Monitoring	7,500	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
Lake Maintenance	22,500	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003
Grounds Maintenance/Supplies	750	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280
Maintenance Person	21,000	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204
Less: Developer Subsidy (RI)	(58,150)	(99,500)	(101,600)	(78,800)	(54,200)	(31,400)	0	0	0	0
<b>TOTAL</b>	<b>25,000</b>	<b>50,000</b>	<b>77,063</b>	<b>106,315</b>	<b>137,524</b>	<b>170,533</b>	<b>209,119</b>	<b>215,137</b>	<b>221,334</b>	<b>227,718</b>
Annual	1,000	1,000	1,028	1,063	1,100	1,137	1,175	1,209	1,243	1,279
Monthly	83	83	86	89	92	95	98	101	104	107
% Increase		0%	3%	3%	3%	3%	3%	3%	3%	3%

Notes: (1) Assessments are calculated by taking total costs and dividing by the number of lots sold.

ACCEPTED IN OPEN MEETING MAY 8 2007  
BOARD OF COUNTY COMMISSIONERS, MARquette COUNTY

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

ITEM	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Number of lots with Homes	720	725	725	725	725	725	725	725	725	725
Rive Isle Lots Sold	25	50	75	100	125	150	178	178	178	178
NE Parcel Lots Sold	0	53	53	53	53	53	53	53	53	53
Total Lots Sold	745	828	853	878	903	928	956	956	956	956
Number of Platted Lots	762	956	956	956	956	956	956	956	956	956
<b>BUDGET LINE ITEMS</b>										
<u>River Wilderness</u>										
Audit & Tax Preparation	3,500	3,605	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567
Insurance	7,400	7,622	7,851	8,086	8,329	8,579	8,836	9,101	9,374	9,655
Legal & Professional	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Permits & Fees	100	103	106	109	113	116	119	123	127	130
Professional Mgmt. Fees	34,560	37,344	37,344	37,344	37,344	37,344	37,344	37,344	37,344	37,344
Office Expense	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743
Gaurdhouse & Gate										
Telephone	2,800	2,884	2,971	3,060	3,151	3,246	3,343	3,444	3,547	3,653
Guard Service	147,000	151,410	155,952	160,631	165,450	170,413	175,526	180,791	186,215	191,802
Pest Control	240	247	255	262	270	278	287	295	304	313
Janitorial	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Maintenance	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Electric	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697
Water/Sewer	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697
Electric for Common Area	28,400	29,252	30,130	31,033	31,964	32,923	33,911	34,928	35,976	37,056
Cable TV	82,800	89,470	89,470	89,470	89,470	89,470	89,470	89,470	89,470	89,470
Landscape Contract	225,000	231,750	238,703	245,864	253,239	260,837	268,662	276,722	285,023	293,574
Grounds - Other	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095
Irrigation Repairs	6,500	6,695	6,896	7,103	7,316	7,535	7,761	7,994	8,234	8,481
Electrical Maintenance	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Fountain Maintenance	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Asphalt Repairs	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Wetland Monitoring	1,400	1,442	1,485	1,530	1,576	1,623	1,672	1,722	1,773	1,827
Lake Maintenance	32,300	33,269	34,267	35,295	36,354	37,445	38,568	39,725	40,917	42,144
Grounds Maintenance/Supplies	8,500	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091
Maintenance Person	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204	54,800
<u>Rive Isle</u>										
Professional Mgmt. Fees	1,200	2,400	3,600	4,800	6,000	7,200	8,544	8,544	8,544	8,544
Gaurdhouse & Gate										
Telephone	2,100	2,884	2,971	3,060	3,151	3,246	3,343	3,444	3,547	3,653
Guard Service	110,250	151,410	155,952	160,631	165,450	170,413	175,526	180,791	186,215	191,802
Pest Control	180	247	255	262	270	278	287	295	304	313
Janitorial	900	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Maintenance	2,250	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Electric	2,250	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800
Water/Sewer	2,700	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697
Community Boat Dock/Ramp	500	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267
Cable TV	3,625	7,250	10,875	14,500	18,125	21,750	25,810	25,810	25,810	25,810
Asphalt Repairs	500	515	530	546	563	580	597	615	633	652
Less: Developer Subsidy (RW)	(53,000)	0	0	0	0	0	0	0	0	0
Less: Developer Subsidy (RI)	(102,705)	(126,865)	(108,025)	(86,592)	(62,368)	(35,141)	(1,447)	0	0	0
<b>TOTAL</b>	<b>645,150</b>	<b>733,960</b>	<b>779,356</b>	<b>827,997</b>	<b>880,101</b>	<b>935,898</b>	<b>999,454</b>	<b>1,026,093</b>	<b>1,052,041</b>	<b>1,078,767</b>
Annual	950	998	1,047	1,100	1,155	1,212	1,273	1,311	1,351	1,391
Monthly	79	83	87	92	96	101	106	109	113	116
% Increase		5%	5%	5%	5%	5%	5%	3%	3%	3%

Notes: (1) Assessments are calculated by taking total costs and dividing by the number of lots sold.

Rive Isle Related Costs	126,455	176,740	186,578	196,566	206,709	217,011	228,057	233,868	239,854	246,019
Less: Assessments	(23,750)	(49,875)	(78,553)	(109,974)	(144,341)	(181,870)	(226,610)	(233,408)	(240,411)	(247,623)
Less: Developer Subsidy	(102,705)	(126,865)	(108,025)	(86,592)	(62,368)	(35,141)	(1,447)	0	0	0
<b>Net Cost (Income) to Foundation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>460</b>	<b>(557)</b>	<b>(1,604)</b>

This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVER WILDERNESS PHASE III-SUBPHASES E, F, AND M (A/K/A RIVE ISLE)**

**WHEREAS**, Rive Isle Associates, LLC, a Florida limited liability company, formerly known as Rive Isle Associates, Ltd., hereinafter referred to as "Developer" imposed certain protective covenants, conditions and restrictions on the lands in Rive Isle by the execution and recording of that certain Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, and M (a/k/a Rive Isle) on May 21, 2007 in Official Records Book 2205, Pages 3919-3991, of the Public Records of Manatee County, Florida (Declaration), and

**WHEREAS**, the Developer reserved the right to amend the Declaration for so long as the amendment does not materially and adversely affect substantial property rights of the Lot Owners, and are consistent with the general development plan and the purposes and objectives set forth in the Declaration.

**Now therefore**, Developer does hereby exercise its reserved right to amend the Declaration as set forth herein.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

.....

16. Subdivision shall collectively mean the Neighborhood, additional lands submitted to the terms of this Declaration by the Developer in accordance with Article III hereof, and lands that the Developer may choose to develop by a separate declaration of covenants and/or a separate or additional homeowner association provided those lands are located within Subphases G & H of River Wilderness.

.....

**VII. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMON AREA  
AND NEIGHBORHOOD COMMON AREA**

.....

4. The Association shall have the authority to regulate the use of the Limited Neighborhood Common Areas and the Neighborhood Common Areas, including the following:

a. The right of the Association, through its Board of Directors, to establish, modify, amend, rescind, and enforce reasonable rules and regulations, including the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D". Under those Rules, Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D" are required by Manatee County, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to, the following provisions:

1. Boats docked within River Wilderness shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet.

2. The use of the boat slips shall be limited to boats owned by residents of the Subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.

3. Fueling or repair facilities, viewing facilities, pump-out facilities, "liveaboards", waste disposal, or fish cleaning stations shall be prohibited.

4. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.

5. Permanent manatee information signs, channel markers, speed zone signs along the river in front of the Subdivision, and a marina manatee educational program, shall be installed and implemented by the Developer, and must be continuously maintained by the Association at Association expense for so long as required by governmental agency.

6. Recycling bins shall be maintained at the community boat ramp, canoe/kayak launch and T-dock for the separation and recycling of monofilament line.

7. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.

8. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.

9. The total number of boat slips in the Subdivision, ~~including lands that may be added hereto under Article III~~, shall be no greater than 156.

10. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.

11. Notwithstanding any thing herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Neighborhood Subdivision and others that may be added under Article III or otherwise part of the Subdivision.

.....

h. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners and occupants under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the maintenance of any portion of the Common Area or Neighborhood Common Areas that they may have the right to use. For example, and not by way of limitation, if the owner of an adjacent property is given the non-exclusive right to use the boat ramp, the use must be non-exclusive, the user of the boat ramp must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and the user must be obligated to pay a fair share of the maintenance of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof. In the event the Developer elects to develop part of all of Subphases G & H of River Wilderness under a different declaration of covenants and/or with a separate or additional homeowner association, the owners of Lots therein shall be entitled to use the easements, Stormwater Management System, Common Areas, Neighborhood Common Area, River Lodge, and Limited Neighborhood Common Areas as provided in the governing documents for those separate properties but must be obligated to comply with rules and regulations imposed and enforced by the entity having control thereof and pay an equal share of the costs and expenses of maintaining, repairing and replacing any areas they are

permitted to use, whether by membership in the Foundation, the Association, a separate association, by a separate agreement such as an Easement and Maintenance Agreement, or otherwise.

5. Community Dock: Developer reserves the exclusive right, consistent with governmental authority and permitting, to construct a community dock facility, and related improvements in a portion of Limited Neighborhood Common Area to be added annexed to this Subdivision ~~if additional lands are added pursuant to Article III hereof.~~ If Developer chooses to do so, until such time as Developer shall have conveyed title to all of the property within the Subdivision, Developer reserves the exclusive right to sell and assign community dock slips to owners of lots within the Subdivision ~~particular Lot Owners~~ for an additional consideration, provided however, that such assignments shall only be made to owners of lots that are not located on water and therefore not otherwise permitted to construct and use a private dock. All assignments of community dock slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Manatee County. Upon such assignment, the community dock slip so assigned shall be deemed appurtenant to the lot owned by such lot owner and the lot owner shall have the exclusive right to the use thereof without any additional charge therefore ~~except for the owner's equal share of the expenses of operating and maintaining the assigned slips,~~ which shall be assessed to the Lot Owner as a special assessment pursuant to the Declaration and entitle the Association to all collection and lien rights under this Declaration, or if not an owner under this Declaration, assessed to the owner under the applicable governing documents. After assignment, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the lot to which it was assigned, except that such right may be separately assigned to the governing homeowner association, and thereafter assigned by the association, in its discretion, to another lot owner. Until reassigned by the association, such community dock slip shall be deemed to be the same as any other community dock slip that is not specifically assigned to a lot. The rights of Developer hereunder may be assigned to ~~the~~ an association by Developer, in its sole discretion, and if assigned, shall be reflected in written recorded instrument.

All other provisions of the Declaration shall remain unchanged unless the context would remain modification in order to be consistent with the foregoing amendments.

In witnesseth whereof, the undersigned representative of the Developer has caused this Amendment to be executed ~~this 20~~ day of May, 2014.

Richard Spore  
Witness signature

RICHARD Spore  
Printed name of witness

Lanette Spore  
Witness signature

Lanette Spore  
Printed name of witness

Rive Isle Associates, LLC,  
a Florida limited liability company

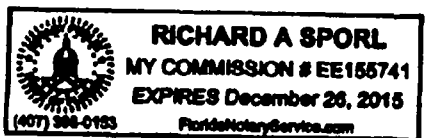
[Signature]

By: Roy Premer, Manager

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of May 2014, by Roy Premer, as Manager of Rive Isle Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Richard A. Spore  
Notary Public - State of Florida





This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

**SUPPLEMENT AND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVER WILDERNESS PHASE III-SUBPHASES E, F, H-1 AND M  
(A/K/A/ THE ISLANDS OR THE ISLANDS OF RIVER WILDERNESS)**

This Supplement is made this 27<sup>th</sup> day of August, 2015 by **RIVE ISLE ASSOCIATES, LLC**, a Florida limited liability company, hereinafter referred to as "Developer".

Developer recorded the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, and M (a/k/a Rive Isle) on May 21, 2007 in Official Records Book 2205, Pages 3919-3991, of the Public Records of Manatee County, Florida (Declaration).

As stated therein, the purpose of the Declaration was to impose certain protective covenants, easements, conditions, limitations, and reservations covering the development, improvement, and usage of the property therein described for the benefit and protection of owners thereof.

Developer reserved the right under the provisions of Article III of the Declaration to submit additional lands located in River Wilderness to the terms, conditions, covenants, restrictions and provisions of the Declaration, with the consent of the owners of the property to be submitted, and liens thereof.

The Developer owns the Property being submitted by this Supplement, and there are no mortgages on the Property.

Incident to the foregoing, the Developer, with the approval and consent of not less than two-thirds of the voting interests of the members of the Association, desires to update and otherwise amend certain provisions of the Declaration as hereinafter described.

Now therefore, Developer does hereby exercise its reserved right to supplement and amend the Declaration for the purpose of submitting the lands described and depicted on the plat of River Wilderness Phase III- Subphase H-1, consisting of twenty-one (21) single-family sites and other lands, per plat thereof as recorded in Plat Book ~~58~~, Pages ~~80~~ through ~~191~~, inclusive, Public Records of Manatee County, Florida to the conditions, restrictions, reservations, easements, and terms and provisions of the Declaration.

.....  
The title of the Declaration shall be changed to read: "Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a Rive Isle)".

The Declaration shall otherwise be supplemented and amended as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

**I. DEFINITIONS**

- .....
4. "Common Areas" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or the Foundation, or specifically set aside by Developer for the common use, benefit, and enjoyment of members of the Association, or others, as may be stated in this Declaration, the instrument of conveyance or dedication.

- 5. "Declarant or Developer" shall mean and refer to Rive Isle Wilderness Associates, LLC., a Florida limited liability company partnership, its successors or assigns.
- .....
- 9. "Neighborhood" shall mean and refer to those certain lands constituting River Wilderness Phase III, Subphases E, F, H-1, and M consisting of ~~sixty-seven (67)~~ eighty-eight (88) single-family sites and certain Limited Neighborhood Common Areas, Neighborhood Common Areas, and Common Areas.
- .....
- 11. "Lot" or "Site" shall mean and refer to any area designated for single-family residential use, including improvements thereon. There are ~~sixty-seven (67)~~ eighty-eight (88) single-family Sites in the Neighborhood.
- .....

**II. PROPERTY SUBJECT TO THIS DECLARATION**

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is described in Exhibit A and generally known as River Wilderness Phase III, Subphases E, F, H-1, and M consisting of ~~sixty-seven (67)~~ eighty-eight (88) single-family sites and other facilities, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

**VI. THE COMMON AREA AND NEIGHBORHOOD COMMON AREA**

1. Subject to the easement rights provided in Section 3 below, which shall constitute Common Areas, all the tracts described in the plat or plats of the Neighborhood as common areas shall be Neighborhood Common Area, including but not limited to Tract 100 (the private roads, entrance and gate); Tracts 502, 503, 504, 505, 506, 507, 508, (the Stormwater Management System); Tracts 600, 602, 603, 605, 606, 607, 608, 609, 610, 611, 612 (park, boat ramp, parking or open areas); and Tracts 700, 701, 702, 703, 704 (preserve area).

2. Tracts 502, 503, 504, 505, 506, 507, and 508 are designed to function as part of the Stormwater Management System. To that extent, the Association shall maintain, repair and replace those tracts as Neighborhood Common Area as a common expense to be borne by all Lot Owners in the Subdivision. Tracts 502, 503, 504, 505, 506, 507, and 508 were also designed and function to provide recreational opportunities to the Owners who have been assigned boat dock rights by the Developer. The recreational use of those tracts shall be limited to the Owners who have been assigned boat dock rights, and to that extent those tracts shall be Limited Neighborhood Common Area, and any expenses associated with the recreational use of those tracts shall be borne equally by the Owners who have been assigned boat dock rights by the Developer, no matter whether the Owners elect to construct or use a boat dock or vessel. Attached to this Declaration as Exhibit "D" are Rules and Regulations adopted by the Association pertaining to the use of the boat docks and the operation of boats, which shall be binding on all users thereof. Each private boat dock may only be used by the Owner assigned the boat dock by the Developer, and by residents of the dwelling unit located on the Lot owned by such Owner.

3. A boat ramp is ~~currently located adjacent to the property submitted under this Declaration in an area that may be submitted as additional lands. It is anticipated that the existing boat ramp will be closed and a new boat ramp constructed on Tract 606 once permitting is obtained, and development permits the orderly and cost-efficient construction and use of the new boat ramp.~~ Residents of River Wilderness are hereby granted a non-exclusive easement for (1) pedestrian and vehicular access over Tract 100, which are the private roads and include the entrance and gate off Fort Hamer Road (2) the use of the ~~new boat ramp if and when constructed~~; (3) and the use of the parking facilities at the new boat ramp, as available from time to time. The foregoing grant of easement does not include access to or the

use of a private facility to be known as the River Lodge a/k/a River House, which shall be Neighborhood Common Area reserved for the exclusive use of Lot Owners. The non-exclusive easements provided in this paragraph shall be Common Area limited to the use of residents of River Wilderness, and shall be subject to all restrictions and limitations set forth in this Declaration, as amended from time to time, and the rules and regulations that may be adopted from time to time by the Association. Any resident who fails to comply with applicable restrictions, limitations, rules or regulations may be denied access, shall be subject to the levy of a fine by the Association, and shall be subject to other legal or equitable remedies provided in this Declaration, or by law, at the discretion of the Association.

#### **VII. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMON AREA AND NEIGHBORHOOD COMMON AREA**

1. The Developer may retain title to Common Area, including the Limited Neighborhood Common Area and the Neighborhood Common Area, for so long as it owns any land within River Wilderness Phase III. From time to time hereafter, Developer may transfer title or interests to portions of the Common Area to the Association or the Foundation, by deed, dedication on a plat, easement or other instruments selected by Developer, which transfer shall be free of any debt but subject to easements, reservations, restrictions and limitations of record, and taxes for the year in which conveyance is made. The Association shall be obligated to accept title or transferred interest to each such parcel of property as and when delivered by Developer.

2. Except for those portions of the Limited Neighborhood Common Area for which the responsibility of maintenance has been or hereafter is imposed on some of the Lot Owners in the Neighborhood by virtue of this Declaration, or on the Foundation under paragraph 3 hereof, the Association shall maintain, repair and replace the Neighborhood Common Areas as a common expense to be borne by all members of the Association.

3. The portions of the Neighborhood Common Areas on which Common Area easements are established, which include Tract 100, the private roads and Fort Hamer entrance and 24-hour manned gate, and those portions of Tract 606 containing the community ramp, community park and community parking, shall be maintained by the Foundation, including but not limited to costs associated with manning the 24-hour gate, as a common expense of the Foundation, provided however that the Association may, at its expense, supplement the maintenance and improvements selected by the Board of Directors of the Foundation. By way of example and not limitation, the Association may choose to plant flowers or landscaping and more regularly prune vegetation, but nothing herein shall be construed or interpreted to authorize the Foundation to fail to perform good faith maintenance and upkeep of the Common Areas.

4. The Association shall have the authority to regulate the use of the Limited Neighborhood Common Areas and the Neighborhood Common Areas, including the following:

a. The right of the Association, through its Board of Directors, to establish, modify, amend, rescind, and enforce reasonable rules and regulations, including the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D". Under those Rules, Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D" are required by Manatee County, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to, the following provisions:

1. Boats docked within River Wilderness shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet.

2. The use of the boat slips shall be limited to boats owned by residents of the Subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.

3. Fueling or repair facilities, viewing facilities, pump-out facilities, "liveboards", waste disposal, or fish cleaning stations shall be prohibited.

4. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.

5. Permanent manatee information signs, channel markers, speed zone signs along the river in front of the Subdivision, and a marina manatee educational program, shall be installed and implemented by the Developer, and must be continuously maintained by the Association at Association expense for so long as required by governmental agency.

6. Recycling bins shall be maintained at the community boat ramp, canoe/kayak launch and T-dock for the separation and recycling of monofilament line.

7. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.

8. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.

9. The total number of boat slips in the Subdivision, including lands that may be added hereto under Article III, shall be no greater than 156.

10. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.

11. Notwithstanding anything herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Neighborhood and others that may be added under Article III or otherwise part of the subdivision.

b. The right of the Association to charge reasonable admission and other fees for the temporary exclusive use of any recreational facility situated upon the Limited Neighborhood Common Area or Neighborhood Common Area.

c. The right of the Association to grant easements over the Limited Neighborhood Common Area and the Neighborhood Common Area, and the right of the Association to release or convey its rights to any part of the Limited Neighborhood Common Area or the Neighborhood Common Area to the Developer or any Lot Owner to facilitate development of dwellings units so long as the release or conveyance does not substantially, materially and adversely affect the function and use of the remaining Limited Neighborhood Common Area or Neighborhood Common Areas. Riparian easements are hereby created to run with the title of any Lot which has the right under the development plans approved by the governmental authorities to construct and use a boat dock or observation pier consistent with such use. Without limitation, Lot Owners who are permitted to construct and use a boat dock shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to a dock, and a boat dock; construct, use and maintain utility lines to supply service to the boat dock; moor vessels at the dock; use the dock for observation and fishing; and otherwise enjoy the dock, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D, and applicable government regulation. Lot Owners who are permitted to construct and use an observation pier shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to an observation pier, and an

observation pier, and associated utility services, and use the pier for observation and fishing, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D to the extent any of those rules apply to observation piers, and applicable government regulation.

d. Upon the filing of a plat of any portion of lands within the Property, a nonexclusive and perpetual right of ingress and egress over and across all private roads (and across all sidewalks, walkways and paths within or adjacent thereto) shall be deemed to have been granted to all Lot Owners and their respective guests, invitees, and tenants; representatives of utilities and delivery, pickup and sanitation services; United States mail carriers; representatives of fire departments, police and sheriff's departments, and other necessary county, special district, state and federal agencies, including the Southwest Florida Water Management Department; and holders of liens on any property subject to this Declaration. Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the Public Records of Manatee County, Florida.

e. Developer hereby authorizes the use of all private roads and delegates the nonexclusive right to exercise control of traffic thereon to, duly constituted law enforcement officers, and, subject thereto, Developer shall have the right, but not the obligation, to control and regulate all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit traffic which, in the opinion of Developer, would or might result in damage to said roads, and the right to control and prohibit parking on all or any part of said roads. Developer reserves the right to the use of the roads for the transportation of equipment, machines, vehicles, supplies, materials and persons engaged in or needed for the construction or development of any portion of the Subdivision, or other lands in River Wilderness. Developer further reserves the right to deny access to said roads to any person other than those persons referred to in paragraph (d) above, and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any property subject to this Declaration if the location of the same will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon said private roads.

f. In the event and to the extent that any portion of said roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of subparagraph (e) above shall be of no further force or effect as to the property so acquired.

g. The Association shall have the right and duty to control the water level and maintenance of all ponds and drainage control devices, and other areas and apparatus comprising the Stormwater Management System, including dry retention areas, and may use the water in all ponds for irrigation purposes on the Common Area, the Limited Neighborhood Common Area, and Neighborhood Common Area. The Association, Developer, or other persons may make additional use of the water for other irrigation purposes as Developer or the Association may designate. The Association shall be the operator of the Stormwater Management System including easement areas, drainage facilities, ditches, wet and dry retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements. No portion of the Stormwater Management System may be materially altered without the prior written approval of the Manatee County and the Southwest Florida Water Management District. The Association, the Owners, and other occupants and users of the Common Area, including all Limited Neighborhood Common Area and Neighborhood Common Area, shall comply with all lawful regulation applicable to the Stormwater Management System, including but not limited to those imposed by the Southwest Florida Water Management District, Manatee County, and other applicable authority, including but not limited to the following:

1. All activities involving filling, excavating, removing of vegetation (both trees and understory), and storing of materials, shall be prohibited within Common Areas, Limited Neighborhood Common Area, Neighborhood Common Areas, or on any Lot, unless written approval is obtained from Manatee County and the Southwest Florida Water Management District. Approval from the Southwest Florida Water Management District may require a formal permit modification and equivalent flood compensation.

2. Each Owner of property within the Subdivision at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Stormwater Management System approved and filed with the Southwest Florida Water Management District. Except for approved docks or observation piers, no Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, preservation areas, drainage easements or any other part of the Stormwater Management System, unless prior approval is received from the Association, and applicable authorities, including without limitation, Manatee County, and the Southwest Florida Water Management District, as applicable.

3. No structures, buildable area, paving, creation of impervious areas, placement of lawn furniture, patios, pools, pool cages, or fences, shall be permitted within the dry retention areas. The only exception to the foregoing prohibition shall be access to docks, which shall be placed in accordance with the Southwest Florida Water Management District permit. Dry retention areas are subject to a stormwater maintenance easement in favor of the Association and the Southwest Florida Water Management District.

4. The removal of littoral shelf vegetation (including cattails) from wet detention areas is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

h. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners and occupants under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the maintenance of any portion of the Common Area or Neighborhood Common Areas that they may have the right to use. For example, and not by way of limitation, if the owner of an adjacent property is given the non-exclusive right to use the boat ramp, the use must be non-exclusive, the user of the boat ramp must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and the user must be obligated to pay a fair share of the maintenance of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof. In the event the Developer elects to develop part or of all of Subphases G & H of River Wilderness under a different declaration of covenants and/or with a separate or additional homeowner association, the owners of Lots therein shall be entitled to use the easements, Stormwater Management System, Common Areas, Neighborhood Common Area, River Lodge a/k/a River House, and Limited Neighborhood Common Areas as provided in the governing documents for those separate properties but must be obligated to comply with rules and regulations imposed and enforced by the entity having control thereof and pay an equal share of the costs and expenses of maintaining, repairing and replacing any areas they are permitted to use, whether by membership in the Foundation, the Association, a separate association, by a separate agreement such as an Easement and Maintenance Agreement, or otherwise.

i. No person shall, without the written approval of Developer, do any of the following on any part of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas; camp; for any purpose other than as a means of transportation on the private roads; fish or swim in lakes, canals or streams; permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than common facilities constructed or approved by Developer; discharge any liquid or material, other than natural drainage, into any pond, lake, or watercourse; alter or obstruct any lake, pond, or watercourses; or interfere with any water control structures or apparatus.

j. If owned in fee title by the Association, the Association shall have the right to borrow money for the purpose of improving the Neighborhood Common Area or the Limited Neighborhood

Common Area, and in order to secure any such loan shall have the further right to encumber that portion of the Neighborhood Common Area or Limited Neighborhood Common Area being improved.

5. Common Dock: Developer reserves the exclusive right, consistent with governmental authority and permitting, to construct a common dock facility, and related improvements in a portion of Limited Neighborhood Common Area to be added to this Subdivision. If Developer chooses to do so, until such time as Developer shall have conveyed title to all of the property within the Subdivision, Developer reserves the exclusive right to sell and assign common dock slips to owners of lots within the Subdivision for an additional consideration or included as part of a lot sale transaction, provided however, that such assignments shall only be made to (1) owners of lots not otherwise permitted under this Declaration or applicable law or governmental regulation to construct and use a private boat dock adjacent to their lot (lots in this category include, but are not limited to, the lots identified in subsection (4)(a)(11) of this Article VII); or (2) owners of lots permitted to construct and use a boat dock adjacent to their lot who have signed and recorded a written statement waiving the right to construct a boat dock based on a lack of adequate water depth. In the event an owner of a lot in category #2 above subsequently determines that there is sufficient water adjacent to the lot and desires to construct and use a boat dock the owner must first execute and record an instrument satisfactory to the Association to waive and release the owner's interest in any assigned common dock slip and reverse the prior written recorded statement thereby returning the lot to the category of lots in the Subdivision that have the right to construct and use a boat dock adjacent to the lot and no right to assignment of a common dock slip. All assignments of common dock slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Manatee County. Upon such assignment, the common dock slip so assigned shall be deemed appurtenant to the lot owned by such lot owner and the lot owner shall have the exclusive right to the use thereof without any additional charge therefore except for the owner's equal share of the expenses of operating and maintaining the assigned slips, which shall be assessed to the Lot Owner as a special assessment pursuant to the Declaration and entitle the Association to all collection and lien rights under this Declaration, or if not an owner under this Declaration, assessed to the owner under the applicable governing documents. After assignment, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the lot to which it was assigned, except that such right may be separately assigned to the governing homeowner association, and thereafter assigned by the association, in its discretion, to another lot owner. Until reassigned by the association, such common dock slip shall be by deemed to be the same as any other common dock slip that is not specifically assigned to a lot. The rights of Developer hereunder may be assigned to an association by Developer, in its sole discretion, and if assigned, shall be reflected in written recorded instrument.

6. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed pro rata against the lots owned by the members of the Association and shall be payable by the owners of the lots within 60 days after receipt of a statement therefore. If any owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such owner's lot, which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

7. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System. If the Association ceases to exist, all of the members of the Association shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with the requirements of the permit and applicable rules and regulations, unless and until an alternate entity assumes responsibility in accordance with the regulations and requirements of the Southwest Florida Water Management District.

#### VIII. ADDITIONAL RIGHTS RESERVED

1. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Subdivision. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

.....

d. Control of Association. Developer reserves the right to maintain control of the Association, by appointment of all of the directors, pursuant to Section 720.307, Florida Statutes until the first to occur of the following events:

1. Three months after ninety (90%) percent of the Sites that will be operated ultimately by the Association have been conveyed to purchasers (at the time of the recording of this Declaration, the number of Sites to be operated by the Association was sixty-seven (67), subject to addition or deletion by the Developer as provided in Articles III and IV hereof), or

2. When all the Sites that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

3. When some of the Sites have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4. Seven years after recordation of this Supplement and Amendment to the Declaration.

The Developer is entitled to elect all the minority members of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Sites in the Subdivision. Notwithstanding the foregoing provisions, Developer reserves the right to transfer control of the Association to the members at an earlier time than mandated by statute and the members agree to accept control of the Association when offered by the Developer.

.....

**IX. RESERVATION OF EASEMENTS**

1. Easements for open space, landscaping and buffering, signage, drainage, fire protection devices and equipment, access, utilities, and irrigation, are reserved in favor of the Developer, the Association, and others, as indicated on any plat of River Wilderness, Phase III.

2. Conservation easements in favor of Manatee County, the Florida Board of Trustees and the Southwest Florida Water Management District are or will be created as required as part of the development and permitting process. These conservation easements shall be created either by separate recorded instrument or by inclusion in one or more of the plats of the Subdivision and shall be binding hereunder no matter when created.

.....

**XII. USE RESTRICTIONS**

1. Each Lot in the Subdivision shall be subject to the following use restrictions:

.....

v. Reasonable rules and regulations concerning the use of the Neighborhood Common Area and Limited Neighborhood Common Area, ~~Lots and other Subdivision property~~ may be made and amended from time to time by the Board of Directors of the Association, and all Owners, occupants, and users thereof shall abide by said regulations.

.....



XIV. RIGHTS OF MORTGAGEES

1. Mortgage Foreclosure. The owner and holder of a first mortgage of record which acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, shall be liable for assessments levied against such Lot in the same manner as any other Owner unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Florida Statutes, as amended from time to time. If the mortgagee of a first mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of common expense or assessments attributable to the Lot, or chargeable to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses resulting from the application of limited liability of a mortgagee for which such acquirer is exempt from liability becomes a common expense collectible from all Lot Owners, including the acquirer and its successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may during the period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

.....

XVI. GENERAL PROVISIONS

1. Property Units. The Developer has assigned and does hereby assign one property unit (as that term is defined in the Master Declaration) to each Lot for a total of ~~sixty-seven (67)~~ eighty-eight (88) property units assigned to the Neighborhood.

.....

In addition to the foregoing, Exhibits A, E, F, G, H, I, J and K are modified as attached.

.....

Except as amended and supplemented herein, the provisions of the Declaration, as previously amended, shall remain unchanged.

In witnesseth whereof, the undersigned representative of the Developer has caused this Supplement and Amendment to be executed this 27<sup>th</sup> day of August, 2015.

[Signature]  
Witness signature  
Martha Fernandez  
Printed name of witness  
[Signature]  
Witness signature  
ALEJANDRO A. DIAZ  
Printed name of witness

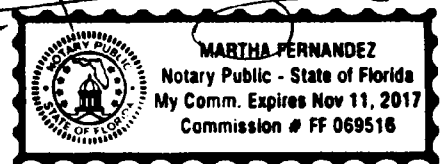
Rive Isle Associates, LLC,  
a Florida limited liability company

[Signature]  
By: Roy A. Premer, Authorized Officer

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August 2015, by Roy A. Premer, as Authorized Officer of Rive Isle Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced D/L as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**DESCRIPTION OF RIVER WILDERNESS, PHASE III, SUBPHASE H-1**

A TRACT OF LAND LYING IN SECTIONS 7 AND 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

**BEGIN** AT THE NORTHWEST CORNER OF TRACT 100, RIVER WILDERNESS, PHASE III, SUBPHASE E, F & M, RECORDED IN PLAT BOOK 51 AT PAGE 63, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID CORNER BEING ON THE ARC OF A CURVE TO THE LEFT WITH THE CENTER POINT BEARING N.78°30'47"E. A RADIAL DISTANCE OF 1525.00 FEET, (THE FOLLOWING SIX CALLS ARE ALONG THE WESTERLY LINE OF SAID RIVER WILDERNESS, PHASE III, SUBPHASE E, F & M); THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 04°45'13" A DISTANCE OF 126.52 FEET; THENCE S.16°14'26"E. A DISTANCE OF 847.02 FEET TO THE POINT OF CURVATURE, (P.C.) OF A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE S.16°14'26"E. A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING S.16°14'26"E. A RADIAL DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET; THENCE S.16°14'26"E. A DISTANCE OF 160.53 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.16°43'23"W. A RADIAL DISTANCE OF 56.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 101°34'47" A DISTANCE OF 100.22 FEET; THENCE N.05°08'36"W. A DISTANCE OF 26.89 FEET; TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 9.00 FEET AND A CENTRAL ANGLE OF 101°05'50"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 15.88 FEET; THENCE S.73°45'34"W. A DISTANCE OF 60.36 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 31.50 FEET AND A CENTRAL ANGLE OF 64°00'14"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 35.19 FEET; THENCE S.09°45'20"W. A DISTANCE OF 20.51 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 596.00 FEET AND A CENTRAL ANGLE OF 18°43'27"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 194.77 FEET TO THE POINT OF COMPOUND CURVATURE, (P.C.C.) OF A CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91°16'38"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 63.72 FEET; THENCE N.57°56'47"W. A DISTANCE OF 4.76 FEET; TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH CENTER POINT BEARING N.60°03'21"W. A RADIAL DISTANCE OF 825.00 FEET; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 04°11'37" A DISTANCE OF 60.38 FEET; THENCE S.57°56'47"E. A DISTANCE OF 2.50 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 41.00 FEET AND A CENTRAL ANGLE OF 94°54'26"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 67.91 FEET; TO THE P.C.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 871.00 FEET AND A CENTRAL ANGLE OF 20°09'55"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 306.55 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 85°59'31"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 24.01 FEET; THENCE S.28°51'56"E. A DISTANCE OF 47.95 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 76.71 FEET AND A CENTRAL ANGLE OF 91°53'08"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 123.02 FEET TO THE P.C.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 1010.00 FEET AND A CENTRAL ANGLE OF 15°09'18"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 267.15 FEET; THENCE S.78°10'30"W. A DISTANCE OF 262.90 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 3210.00 FEET AND A CENTRAL ANGLE OF 05°31'42"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 309.73 FEET; THENCE N.06°17'47"W. A DISTANCE OF 185.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE

CENTER POINT BEARING N. 06°17'47"W. A RADIAL DISTANCE OF 3025.00 FEET; THENCE WESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 01°05'00" A DISTANCE OF 57.20 FEET; THENCE N.05°12'47"W. A DISTANCE OF 236.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.05°12'47"W. A RADIAL DISTANCE OF 2789.00 FEET; THENCE WESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 05°29'30" A DISTANCE OF 267.32 FEET TO THE POINT OF REVERSE CURVATURE, (P.R.C.) OF A CURVE TO THE LEFT WITH A RADIUS OF 1131.00 FEET AND A CENTRAL ANGLE OF 17°43'42"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 349.95 FEET; THENCE N.28°11'11"W. A DISTANCE OF 85.71 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 134.00 FEET AND A CENTRAL ANGLE OF 29°19'39"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 68.59 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 241.00 FEET AND A CENTRAL ANGLE OF 07°23'33"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 31.09 FEET; THENCE N.06°15'05"W. A DISTANCE OF 475.01 FEET; THENCE S.81°22'50"E. A DISTANCE OF 1010.05 FEET; THENCE N.79°19'12"E. A DISTANCE OF 340.05 FEET; THENCE N.50°36'01"E. A DISTANCE OF 191.70 FEET; THENCE N.03°05'29"W. A DISTANCE OF 333.88 FEET; THENCE N.60°57'24"E. A DISTANCE OF 86.54 FEET; THENCE N.58°04'25"E. A DISTANCE OF 190.67 FEET; THENCE N.67°50'44"E. A DISTANCE OF 238.18 FEET; THENCE N.16°14'26"W. A DISTANCE OF 450.78 FEET; THENCE N.74°14'22"E. A DISTANCE OF 50.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,631,773 SQUARE FEET BEING 37.4604 ACRES.

**EXHIBIT "E"**  
**NOTICE TO BUYERS**

**NOTICE TO BUYERS OF RIVER WILDERNESS,  
PHASE III- SUBPHASES E, F, H-1 and M**

**To the Purchasers of Lots in River Wilderness, Phase III- Subphases E, F, H-1 and M in Manatee County, Florida:**

THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, having specifically considered the recommendation of the Planning Commission, the criteria set forth in Manatee County Ordinance No. 90-01 (the Manatee County Land Development Code); and finding PDR-98-17(P)(R4) consistent with Manatee County Ordinance No. 89-01 (the 2020 Manatee County Comprehensive Plan), Revised Preliminary Site Plan PDR-89-17(P)(R4) – RIVE ISLE ASSOCIATES, LLC f/k/a RIVER WILDERNESS ASSOCIATES, LTD. is hereby approved to allow 178 lots for single-family detached residences, an R.V. and boat storage area, a community park, relocation of an existing boat ramp, and a new dock at the boat ramp, 127 boat slips on an interior basin system with navigable access to the Manatee River, and 29 individual docks and 10 observation piers along the Manatee River, and GRANT special approval for a project: 1) adjacent to a perennial stream; 2) at least partially within the CH (Coastal High Hazard Area); 3) the CEA (Coastal Evacuation Area); and 4) the CSVA (Coastal Storm Vulnerability Area). Copies of the FSP No. PDR-98-17/FSP-05-73(R) can be found in the Records Management Department of the Planning Department.

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

1. The Declaration of Restrictions and Protective Covenants, Conditions & restrictions for River Wilderness, Phase III- Subphases E, F, H-1 and M (the "Declaration"), recorded in Official Records Book 02205, Pages 3919-3991, Public Records of Manatee County, Florida.
2. Ownership of a Lot in said Subdivision automatically makes you a member of River Wilderness, Phase III- Subphases E, F, H-1 and M, making you subject to their by-laws and regulations. Each lot entitles each 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 proposed assessment by the Association for the year running from **January 1, 2015** through **December 31, 2015** is **\$1,002** 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 Subdivisions. 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. 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.

6. 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.
7. Each Lot Owner is hereby notified that a Project Development and Environmental Study has been initiated and approved by the Florida Department of Transportation for location and design acceptance for the bridge connection of Upper Manatee River and Fort Hamer Road.
8. 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 thereafter.
9. For all lots abutting wet detention ponds: The owners shall not remove native vegetation (including cattails) that becomes 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.
10. 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.
11. Project site falls in Zone AE with the Base Flood Elevations of 7.5' to 9.2' NAVD 88. with a portion of the property encroaching into the FEMA regulatory floodway (Manatee River) per FIRM panel 12081C 0190E and 12081C 0195E as revised by Letter of Map Revision (LOMR), Case No. 14-04-7603P, effective March 26, 2015. Specifically all lots appear to encroach into the flood zone AE, with lots 1-6 and 93 encroaching into the regulatory floodway until Letter of Map Revision (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway is approved.
12. Per the FEMA 44 CFR 60.3.c.2, an AE zone shall have the lowest habitable finished floor elevated to or above base flood elevation (BFE) and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at BFE plus a one (1) foot freedboard, flood protection elevation (FPE). The finished floor of the homes within the AE zone must be at least one (1) foot higher than the BFE.
13. 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.

14. A sealed survey showing a FIRM panel number, flood zone, flood zone lines delineated, base flood elevation with existing and proposed grades of the lot, must be submitted at the time of building permit application, unless there is a FEMA approved LOMR (letter of map revision) for the above lots, in which case the surveyor will need to note the case number on the survey.
15. **THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOOD PLAIN MANAGEMENT SECTION.**
16. 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.
  - 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. Replacement canopy trees placed on individual lots shall be planted in accordance with Section 714.8.4 and be consistent with the landscape plan submitted with the amended Preliminary Site Plan. See Attached Schedule 1.
    8. If a tree is required on a lot, and if the property owner removes the tree, they must replace it. Also, the remainder may be planted elsewhere in River Wilderness, or as allowed by code, including payment to the Tree Trust fund.
    9. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued for a house on a lot until a licensed landscape architect has certified to the Planning Department that all required replacement trees have been installed, that such trees are of at least Florida grade #1 stock, that the trees have been planted using proper installation techniques, and that the trees have not been planted in a manner to interfere with a drainage swale or planted within 15' of a building pad or pool cage or enclosure.
    10. In accordance with the requirements of Section 714.8.4, should removal be required, such removal shall require a Tree Removal Permit in accordance with Section 714.2 and tree replacement. Only pruning of required tree shall be allowed in accordance with Section 714.2.2.8.
    11. Replacement trees that are damaged by natural calamities on individual residential lots removed must be replaced with the same size and type of tree as originally planted. This includes any areas of common ownership or trees shown on the site plan.



12. With the approval of the Developer, a Lot Owner may mitigate the number of trees required to be planted on their lot by paying a fee of \$250 per tree into a tree fund maintained by the developer which is to be used exclusively for "replacement" tree plantings on the Ft. Hamer Road and Bridge public right away. At a minimum, only one (1) tree per lot frontage will be required to address the number of street trees noted on the TABLE included in Exhibit "G".
17. Unless permitted by the Manatee County Land Development Code, and Southwest Florida Water Management District 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.
18. Single family boat docks are limited to one boat.
19. Boat Ramp usage is strictly prohibited to public use and is intended for Declarant, Homeowners and Guests.
20. The fact that Manatee River and Gamble Creek are known to be frequented by Manatees. Boat rentals, personal watercraft rentals, live aboards, and repair activities shall be prohibited from all docks and the boat ramp.
21. In a 100 year storm event the surface water / storm water lakes could rise up to 7 feet above normal water elevations or C.W.L.
22. Placement of fill on to lots is prohibited outside the parameters of The Southwest Florida Water Management Permit # 43021118.008 or without a permit modification from SWFWMD.
23. Except where a lot owner has received permission from the Manatee County Natural Resource Division and the Southwest Florida Water Management District, the following acts and activities are expressly prohibited within the boundaries of that area on the Final Plat recorded in the public records identified as "Dry Retention".

- Construction or placing of building, roads, signs or other structures on or above the ground, with the exception of a boardwalk permitted as part of the construction of a permitted dock.
  - Construction or placing of utilities on, below or above the ground, with the exception of those permitted as part of the construction of a permitted dock.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste or offensive materials.
  - Removal, mowing or trimming of trees, shrubs or other vegetation, with the exception of that necessary as part of the construction of a permitted boardwalk.
  - Application of herbicide, pesticides or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil rock or other material.
  - Any activity detrimental to drainage, flood control, water conservation, erosion control and soil conservation.
  - Acts or uses detrimental to such retention areas.
24. No residence or related structures (such as a pool) may be built within the area of the existing floodway line on Lots 1, 2, 3, 4, 5, 6 and 93 and no building permit will be issued by Manatee County for building outside the floodway line on those Lots, until Developer's engineer either i) provides the engineering required by the land development code to build on such a lot; or ii) files one or more affidavits joined by the Manatee County Building Official or his designee, that the Letter of Map Revision Amendment (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway has been approved moving the Floodway outside the platted lot.
25. The proposed footprint of all docks is delineated on the Final Site Plan. Appropriate safety lighting shall be installed on any docks within Lots 1-5. Docks of Lots 1-5 shall be no longer than 15' or minus 3' water depth, whichever is greater. All docks that encroach into the regulatory floodway will be required to have a No-Rise certification and all corresponding technical data.
26. Two boat slips will be provided for the Manatee County Sheriff's Office and the State of Florida Fish & Wildlife Services (2 slips total).
27. Certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.
28. Required setbacks shall be as follows:

Single-family detached lots:

Front 25'

Side 7.5'  
Rear 15'\*

\* - Provided, however, no structures or buildable areas shall be permitted within the drainage easement area. Additionally a stormwater maintenance easement within the drainage area shall be recorded in favor of the Homeowner's Association and SWFWMD over the dry retention areas, which will prohibit all structures, buildable area, paving, creation of impervious area, placement of lawn furniture, patios, pools, pool cages, or fences within the drainage retention areas. The only exception shall be for access to docks which shall be placed in accordance with the SWFWMD permit. Included in the maintenance easement shall be plans for common maintenance of the easement areas consistency with the SWFWMD permit and a prohibition against the application of chemicals within the easement areas.

29. The stormwater easement areas shall be delineated on individual lots with signage similar to the signs required for the identification of the wetland buffers.
30. There shall be no vacation of the easements to permit future construction or encroachments.
31. The minimum floor area of all homes shall be 2,800 sq. ft.
32. The community park along the Manatee River shall contain off-street parking for 10 vehicles, shade trees, grills, benches, and picnic tables. The existing tot lot within River Wilderness shall be upgraded to include a commercial grade tot lot with 7 or more play activities with the first Final Plat.
33. All roads within the project shall be private. A POMD agreement is recorded in Official Record Book 2205 and Page 3911, Public Records of Manatee County, Florida. An Agreement for Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments (POMD) shall be recorded in the Official Public Records of Manatee County.
34. Unless otherwise approved by Planning Department, native or naturalized plant species indigenous or xeriscape plant species, shall be utilized for required landscaping within common areas. In addition, the developer shall disseminate information on the Florida Yards and Neighborhood Program to individual lot owners.
35. Any significant historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Division of Historical Resources, and treatment of such resources shall be determined in cooperation with the Division of Historic Resources and Manatee County. Treatment of the resources shall be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the

provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) shall be followed. This requirement shall be recorded in the Homeowner's Documents.

- 36. State and federal permits for the proposed individual lot docks and boat ramp facility shall be obtained prior to County Building Permit approval.
- 37. Boats docked within this development shall be restricted to a maximum draft of 2.5 feet.
- 38. The use of the boat slips shall be limited to boats owned by residents of this development only. Establishment of a "boat club" which owns boats and sells or leases them shall be prohibited.
- 39. The area between the buildable area and the waterfront of the interior lots shall be planted with the appropriate ground cover and plantings to protect water quality as approved by the Planning Department with the Final Site Plan. The intent of the stipulation is to prevent chemical application.
- 40. Mooring of boats shall be prohibited at the Observation Docks depicted on Lots 7-9 & 12-14 in accordance with the approved Manatee Protection Plan. Installation of handrails shall be required on observation docks.
- 41. All docks that encroach the regulatory floodway, as proposed, will be required to have No-Rise Certification (and all corresponding technical data) (LDC 718.6.2.3.1).
- 42. Until an approved LOMR is received by the Building Dept./Floodplain Section, any structure built will be considered to be in the 100-Year Floodplain, and will be required to meet all criteria as set forth in the LDC 718 Floodplain Management, the Manatee County Floodplain Ordinance 89-10, and the 44 CFR (Code of Federal Regulations) Section 60.3.
- 43. Visibility Triangles must be maintained per the Land Development Code of Manatee County, Florida.
- 44. Each Owner is responsible for the installation and completion of lot front sidewalks prior to issuance of Certificate of Occupancy.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

**EXHIBIT "F"**  
**RIGHT OF ENTRY**

**RIGHT OF ENTRY AND COMPLIANCE WITH MANATEE COUNTY LAND  
DEVELOPMENT CODE FOR RIVER WILDERNESS, PHASE III- SUBPHASES  
E, F, H-1 AND M**

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 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 3, (Review Authority And Procedures), Section 336.4 (Common Areas) of the Land Development Code and are hereby incorporated as part of the Declaration of Restrictions and Protective Covenants for River Wilderness Phase III- Subphases E, F, H-1 and M.

- 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 on a pro-rated basis and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, 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 amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

**EXHIBIT "G"**  
**TREE PLANTING SUMMARY**

**TREE REPLACEMENT AND INSTALLATION RIVER WILDERNESS - PHASE III,  
RIVE ISLE, SUBPHASES E, F AND H-1.**

**Note:**

All plant material to meet criteria listed below and shall be Florida #1 quality determined by the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants 2<sup>n</sup> Edition (Feb. 1998 PI# 97T-05). The predominant proposed common area landscaping material are either, native or naturalized plant species indigenous to Manatee County or Xeriscape Plant Species and are Florida friendly plant species indicated by the Florida Yards and Neighborhood Program.

**Note:**

Any future tree removal shall require a new tree removal permit in accordance with Section 7.14 of the Land Development Code. This requirement will be satisfied with each individual Final Site Plan/Construction Plan.

**Note:**

All street trees planted on lots shall meet the "visibility triangle" for driveways. LLDC, Section 713.2.2.

**Note:**

Manatee County Commission Stipulation A.1, shall and has been met for the Fort Hamer Road Landscape Buffer.

**Note:**

Street trees on lots are the responsibility of the builder/homeowner regarding installation and maintenance replacement trees are the responsibility of the homeowner. Such street & required lot replacement trees shall be installed prior to Certificate of Occupancy. Trees in Common Areas, Buffers, and Greenbelts are the responsibility of the Developer to install and maintain.

**Note:**

No trees or shrubs shall be planted within the middle two-thirds (2/3) of any drainage swale or within three (3) feet measured horizontally from the centerline of the drainage swale, whichever is greater.

**Note:**

No street tree or other tree will be planted within a Public Right of Way or Public or Private Utility Easement. No tree will be planted closer than 25' from a Right of Way.

**Note:**

Replacement canopy trees placed on individual lots must be planted in accordance with Section 714.8.4 and be consistent with the Landscape Plan submitted with the Amended Preliminary Site Plan three different species for canopy trees will be required. The property owner will be responsible to replace all required lot trees. If removed, and replace with an approved tree species and approved size and caliper any replacement trees damaged beyond repair by natural calamities on individual lots must be replaced with same size and type of tree originally planted by the lot owner. Additionally: All damaged replacement trees in common areas or replacement trees shown on the site plan must be replaced by the property owner.



**Note:**

1. Canopy trees shall be installed no closer than fifteen (15) 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 2<sup>nd</sup> Edition (February 1998 PI#97T-05).
4. The builder or homeowner will provide a Landscape Plant to the Developer or H.O.A. depicting approved canopy tree species, size, and spacing prior to installation of landscape material. The Landscape Architect shall review and approve said Landscape Plan. Upon implementation of required canopy trees the Landscape Architect will inspect and certify to the County in writing that the installation meets the requirements of the approved Landscape Plan.
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.

**LOT/STREET CANOPY TREE LIST**

- \* 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 the Tree Planting Summary Chart.
- \* Canopy trees shall be;  
12' Height x 5' Spread x 3" Caliper (minimum).
- \* Canopy tree spacing shall be a minimum of 25' on center.
- \* Selective Tree List:

**CANOPY TREES**

**Live Oak  
Shumard Oak  
Laurel Oak  
Magnolia  
Sweetgum Red  
Maple Elm  
Sycamore  
Bald Cypress**

### River Wilderness - Phase III Rive Isle - Subphase H-1

River Wilderness - Phase III

Rive Isle, Subphase H-1

Lot No.	Yard / Sid	Street	Type	Size	Qty
114	5	3			8
115	5	2			7
116	5	2			7
117	5	2			7
118	5	2	<b>SEE LOT / STREET CANOPY LIST FOR SUGGESTED TYPE AND REQUIRED SIZE AND MINIMUM SPACING</b>		7
119	5	2			7
120	5	2			7
121	5	2			7
147	5	2			7
148	5	2			7
149	5	2			7
150	5	2			
151	5	2			7
152	5	2			7
153	5	3			8
154	5	2			7
155	5	3			8
156	6	2			8
157	5	2			7
158	5	2			7
159	5	2			7
			<b>Sub Total</b>		<b>151</b>

**EXHIBIT "H"**  
**LIST OF HOLDINGS**

**LIST OF HOLDINGS  
FOR RIVER WILDERNESS PHASE III- SUBPHASE H-1**

1. Tract 100: Private road right of way, private drainage, public utility easement.
2. Tract 502: Private drainage area, public flowage easement, storm water maintenance easement.
3. Tract 504: Private drainage area, public flowage easement, storm water maintenance easement.
4. Tract 600: Private boat access, private lake, public lift station easement, and maintenance easement.
5. Tract 602: Private boat access, private lake and maintenance easement.
6. Tract 603: Private common area, private drainage easement.
7. Tract 612: Private common area, storm water maintenance easement.
8. Tract 700: Conservation easement, public flowage easement.

Tract 100 shall be maintained by the River Wilderness of Bradenton Foundation, Inc.

All other Tracts are maintained by Rive Isle Association, Inc.

**EXHIBIT "I"**  
**MAINTENANCE PROGRAM**

**MAINTENANCE PROGRAM FOR RIVER WILDERNESS  
PHASE III- SUBPHASES E, F, H-1 AND M**

It is anticipated that the budgetary information submitted indicates more than adequate funds for maintenance as well as operation of the facilities provided by Developer, and which are designated in said Proposed 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 week.
  - f. Plant replacement as required.
  - g. Edging of sidewalks as required, but generally three - four times per year.
  - h. Yearly monitoring and removal of nuisance, exotic plant species.
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 "J"**

**CONSENT AND JOINDER OF ASSOCIATION**

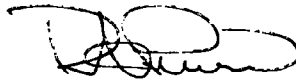
**&**

**CONSENT AND JOINDER OF FOUNDATION**

CONSENT AND JOINDER OF ASSOCIATION

The undersigned authorized representative of **Rive Isle Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, H-1 and M for the purpose of accepting the responsibility to operate and maintain said Subdivision and otherwise perform the duties as provided therein, consistent with the requirements of Chapters 617 and 720, Florida Statutes.

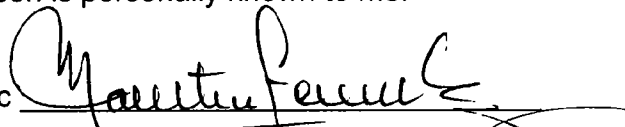
Rive Isle Association, Inc.



Roy A. Premer, Secretary

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2015 by Roy A. Premer as Secretary of Rive Isle Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or has produced D/L. as identification. If no type of identification is indicated the above-named person is personally known to me.

Notary Public 

Printed Name Martha Fernandez

My Commission Expires





CONSENT AND JOINDER OF FOUNDATION

The undersigned authorized representative of **River Wilderness of Bradenton Foundation, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, H-1 and M (Declaration) for the purpose of approving and accepting same, and agrees to accept the transfer and assignment of the rights, duties, obligations, responsibilities, liabilities, debts, assets, and property rights of Rive Isle Association, Inc., in accordance with Article V(3) of the Declaration, if and when the Developer exercised the reserved right to make such transfer.

River Wilderness of Bradenton Foundation, Inc.


*Syble DiGirolamo*  
\_\_\_\_\_  
Syble DiGirolamo, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28 day of AUGUST, 2015 by Syble DiGirolamo as President of River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated the above-named person is personally known to me.

Notary Public *John Paul Afflebach*  
\_\_\_\_\_  
Printed Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

 JOHN PAUL AFFLEBACH  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE203628  
Expires 8/27/2016

**EXHIBIT "K"**

**2015 BUDGET & 10-YEAR FORECAST**

RIVE ISLE ASSOCIATION, INC.  
10 YEAR BUDGET FORECAST

ITEM	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Number of Lots Sold	38	54	70	95	120	145	178	178	178	178
Lots Sold-The Islands	16	16	25	25	25	33	0	0	0	0
Total Lots Sold	54	70	95	120	145	178	178	178	178	178
Number of Plated Lots	88	114	140	178	178	178	178	178	178	178
BUDGET LINE ITEMS										
Audit & Tax Preparation	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280	2,349
Insurance	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697
Legal & Professional	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280	2,349
Permits & Fees	100	103	105	109	113	116	119	123	127	130
Professional Mgmt. Fees	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
Office Expense	600	618	637	656	675	696	716	738	760	783
Landscape Contract	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204	54,800
Grounds Maintenance/Supplies	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
Grounds-Other	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657
RI Resident Common Boat Docks	7,200	7,416	7,638	7,868	8,104	8,347	8,597	8,855	9,121	9,394
Less: Common Dock Fees	(7,200)	(7,416)	(7,638)	(7,868)	(8,104)	(8,347)	(8,597)	(8,855)	(9,121)	(9,394)
River House	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143
Electric for Common Area	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743
Electrical Maintenance	2,400	2,472	2,546	2,623	2,701	2,782	2,866	2,952	3,040	3,131
Fountain Maintenance	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Wetland Monitoring	2,400	2,472	2,546	2,623	2,701	2,782	2,866	2,952	3,040	3,131
Lake Maintenance	9,600	9,888	10,185	10,490	10,805	11,129	11,463	11,807	12,161	12,526
Nuisance, Exotics Species Monitoring/Removal	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Maintenance Person	48,000	49,440	50,923	52,451	54,024	55,645	57,315	59,034	60,805	62,629
Vehicle Expense	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
<b>TOTAL</b>	<b>180,800</b>	<b>186,224</b>	<b>191,811</b>	<b>197,565</b>	<b>203,492</b>	<b>209,597</b>	<b>215,885</b>	<b>222,361</b>	<b>229,032</b>	<b>235,903</b>
Maintenance Assessments	38,598	56,495	75,431	105,442	137,186	170,739	215,885	222,361	229,032	235,903
Developer Subsidy	142,202	129,729	116,380	92,123	66,306	38,858	0	0	0	0
Other Income	0	0	0	0	0	0	0	0	0	0
	<b>180,800</b>	<b>186,224</b>	<b>191,811</b>	<b>197,565</b>	<b>203,492</b>	<b>209,597</b>	<b>215,885</b>	<b>222,361</b>	<b>229,032</b>	<b>235,903</b>
Maintenance Fee	1,016	1,046	1,078	1,110	1,143	1,178	1,213	1,249	1,287	1,325

RIVER WILDERNESS OF BRADENTON FOUNDATION  
 10 YEAR BUDGET FORECAST

ITEM	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Number of lots Sold	737	797	813	838	898	923	956	956	956	956
Lots Sold - The Islands	16	16	25	25	25	33	0	0	0	0
Lots Sold - NE Parcel	44	0	0	0	0	0	0	0	0	0
Lots Sold - Other	0	0	0	35	0	0	0	0	0	0
Total Lots Sold	797	813	838	898	923	956	956	956	956	956
Number of Recorded Lots	0	0	0	0	0	0	0	0	0	0
<b>BUDGET LINE ITEMS</b>										
<u>River Wilderness</u>										
Grounds Contract	249,600	257,088	264,801	272,745	280,927	289,355	298,035	306,977	316,186	325,671
Vacant Lot Maintenance	400	412	424	437	450	464	478	492	507	522
Infrastructure	500	515	530	546	563	580	597	615	633	652
Grounds Maintenance	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305
Boat Ramp/Community Park/Parking	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305
Gate Maintenance	11,000	11,330	11,670	12,020	12,381	12,752	13,135	13,529	13,934	14,353
Electrical Maintenance	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Asphalt Repairs	500	515	530	546	563	580	597	615	633	652
Lake Maintenance	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715
Fountain Maintenance	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219
Pest Control	150	155	159	164	169	174	179	184	190	196
Guardhouse Cleaning	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Electric	24,000	24,720	25,462	26,225	27,012	27,823	28,657	29,517	30,402	31,315
Cable TV Bulk Contract	236,000	243,080	250,372	257,884	265,620	273,589	281,796	290,250	298,958	307,926
Cable Security	6,200	6,386	6,578	6,775	6,978	7,187	7,403	7,625	7,854	8,090
Insurance-Bldg/Other	21,000	21,630	22,279	22,947	23,636	24,345	25,075	25,827	26,602	27,400
Legal/Professional	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133
Accounting	4,600	4,738	4,880	5,027	5,177	5,333	5,493	5,657	5,827	6,002
Licenses & Fees	300	309	318	328	338	348	358	369	380	391
Management Fee	38,000	39,140	40,314	41,524	42,769	44,052	45,374	46,735	48,137	49,581
Copying/Postage	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438
Guard Service Contract	142,000	146,260	150,648	155,167	159,822	164,617	169,555	174,642	179,881	185,278
Office Rent	2,400	2,472	2,546	2,623	2,701	2,782	2,866	2,952	3,040	3,131
<u>The Islands</u>										
Security	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Electric	1,600	1,648	1,697	1,748	1,801	1,855	1,910	1,968	2,027	2,088
Guardhouse	2,550	2,627	2,705	2,786	2,870	2,956	3,045	3,136	3,230	3,327
Gate Maintenance	500	515	530	546	563	580	597	615	633	652
Guard Service Contract	135,000	139,050	143,222	147,518	151,944	156,502	161,197	166,033	171,014	176,144
Cable TV Bulk Contract	14,000	14,420	14,853	15,298	15,757	16,230	16,717	17,218	17,735	18,267
Administration	4,600	4,738	4,880	5,027	5,177	5,333	5,493	5,657	5,827	6,002
	<u>967,100</u>	<u>996,113</u>	<u>1,025,996</u>	<u>1,056,776</u>	<u>1,088,480</u>	<u>1,121,134</u>	<u>1,154,768</u>	<u>1,189,411</u>	<u>1,225,093</u>	<u>1,261,846</u>
Maintenance Assessments	772,100	816,483	861,717	916,829	972,844	1,029,789	1,129,693	1,163,584	1,198,491	1,234,446
Developer Subsidy-RWBF	50,000	50,000	50,000	50,000	50,000	50,000	0	0	0	0
Developer Subsidy-The Islands	124,000	108,000	92,000	67,000	42,000	17,000	0	0	0	0
Other Income	21,000	21,630	22,279	22,947	23,636	24,345	25,075	25,827	26,602	27,400
	<u>967,100</u>	<u>996,113</u>	<u>1,025,996</u>	<u>1,056,776</u>	<u>1,088,480</u>	<u>1,121,134</u>	<u>1,154,768</u>	<u>1,189,411</u>	<u>1,225,093</u>	<u>1,261,846</u>
Annual Assessment - Per Lot	<u>1,048</u>	<u>1,024</u>	<u>1,060</u>	<u>1,094</u>	<u>1,083</u>	<u>1,116</u>	<u>1,182</u>	<u>1,217</u>	<u>1,254</u>	<u>1,291</u>

This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

**SUPPLEMENT AND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVER WILDERNESS PHASE III-SUBPHASES E, F, H-1, H-2 AND M  
(A/K/A/ THE ISLANDS OR THE ISLANDS ON THE MANATEE RIVER)**

This Supplement is made this 7<sup>th</sup> day of March, 2017 by **RIVE ISLE ASSOCIATES, LLC**, a Florida limited liability company, hereinafter referred to as "Developer".

Developer recorded the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, and M (a/k/a Rive Isle) on May 21, 2007 in Official Records Book 2205, Pages 3919-3991, of the Public Records of Manatee County, Florida (Declaration).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a The Islands or The Islands of River Wilderness) on August 27, 2015 in Official Records Book 2598, Pages 2186-2221, of the Public Records of Manatee County, Florida (First Amendment).

As stated therein, the purpose of the Declaration was to impose certain protective covenants, easements, conditions, limitations, and reservations covering the development, improvement, and usage of the property therein described for the benefit and protection of owners thereof.

Developer reserved the right under the provisions of Article III of the Declaration to submit additional lands located in River Wilderness to the terms, conditions, covenants, restrictions and provisions of the Declaration, with the consent of the owners of the property to be submitted, and lienors thereof.

The Developer owns the Property being submitted by this Supplement, and there are no mortgages on the Property.

Incident to the foregoing, the Developer, with the approval and consent of not less than two-thirds of the voting interests of the members of the Association, desires to update and otherwise amend certain provisions of the Declaration as hereinafter described.

Now therefore, Developer does hereby exercise its reserved right to supplement and amend the Declaration for the purpose of submitting the lands described and depicted on the plat of River Wilderness Phase III-Subphase H-2, consisting of twenty-five (25) single-family sites and other lands, per plat thereof as recorded in Plat Book 101, Pages 100 through 111, inclusive, Public Records of Manatee County, Florida to the conditions, restrictions, reservations, easements, and terms and provisions of the Declaration.

.....  
The title of the Declaration shall be changed to read: "Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1, H-2 and M (a/k/a The Islands or The Islands on the Manatee River)".

The Declaration shall otherwise be supplemented and amended as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

**I. DEFINITIONS**

**ACCEPTED IN OPEN SESSION** MAR 07 2017  
**BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

- .....
4. "Common Areas" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or the Foundation, or specifically set aside by Developer for the common use, benefit, and enjoyment of members of the Association, or others, as may be stated in this Declaration, the instrument of conveyance or dedication.
  5. "Declarant or Developer" shall mean and refer to Rive Isle Associates, LLC., a Florida limited liability company, its successors or assigns.
  - .....
  9. "Neighborhood" shall mean and refer to those certain lands constituting River Wilderness Phase III, Subphases E, F, H1, H2, and M consisting of ~~eighty-eight (88)~~ one hundred thirteen (113) single-family sites and certain Limited Neighborhood Common Areas, Neighborhood Common Areas, and Common Areas.
  - .....
  11. "Lot" or "Site" shall mean and refer to any area designated for single-family residential use, including improvements thereon. There are ~~eighty-eight (88)~~ one hundred thirteen (113) single-family Sites in the Neighborhood.
  - .....

## II. PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is described in Exhibit A and generally known as River Wilderness Phase III, Subphases E, F, H-1, H-2, and M consisting of ~~eighty-eight (88)~~ one hundred thirteen (113) single-family sites and other facilities, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

.....

## VI. THE COMMON AREA AND NEIGHBORHOOD COMMON AREA

1. Subject to the easement rights provided in Section 3 below, which shall constitute Common Areas, all the tracts described in the plat or plats of the Neighborhood as common areas shall be Neighborhood Common Area, including but not limited to Tract 100 (the private roads, entrance and gate); Tracts 502, 503, 504, 505, 506, 507, 508, (the Stormwater Management System); Tracts 600, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612 (park, boat ramp, parking or open areas); and Tracts 700, 701, 702, 703, 704 (preserve area).

2. Tracts 502, 503, 504, 505, 506, 507, and 508 are designed to function as part of the Stormwater Management System. To that extent, the Association shall maintain, repair and replace those tracts as Neighborhood Common Area as a common expense to be borne by all Lot Owners in the Subdivision. Tracts 502, 503, 504, 505, 506, 507, and 508 were also designed and function to provide recreational opportunities to the Owners who have been assigned boat dock rights by the Developer. The recreational use of those tracts shall be limited to the Owners who have been assigned boat dock rights, and to that extent those tracts shall be Limited Neighborhood Common Area, and any expenses associated with the recreational use of those tracts shall be borne equally by the Owners who have been assigned boat dock rights by the Developer, no matter whether the Owners elect to construct or use a boat dock or vessel. Attached to this Declaration as Exhibit "D" are Rules and Regulations adopted by the Association pertaining to the use of the boat docks and the operation of boats, which shall be binding on all users thereof. Each private boat dock may only be used by the Owner assigned the boat dock by the Developer, and by residents of the dwelling unit located on the Lot owned by such Owner.

3. A boat ramp is located on Tract 606. Residents of River Wilderness are hereby granted a non-exclusive easement for (1) pedestrian and vehicular access over Tract 100, which are the private roads and include the entrance and gate off Fort Hamer Road (2) the use of the boat ramp; (3) and the use of the

parking facilities at the boat ramp, as available from time to time. The foregoing grant of easement does not include access to or the use of a private facility to be known as the River Lodge a/k/a River House, which shall be Neighborhood Common Area reserved for the exclusive use of Lot Owners. The non-exclusive easements provided in this paragraph shall be Common Area limited to the use of residents of River Wilderness, and shall be subject to all restrictions and limitations set forth in this Declaration, as amended from time to time, and the rules and regulations that may be adopted from time to time by the Association. Any resident who fails to comply with applicable restrictions, limitations, rules or regulations may be denied access, shall be subject to the levy of a fine by the Association, and shall be subject to other legal or equitable remedies provided in this Declaration, or by law, at the discretion of the Association.

#### **VII. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMON AREA AND NEIGHBORHOOD COMMON AREA**

1. The Developer may retain title to Common Area, including the Limited Neighborhood Common Area and the Neighborhood Common Area, for so long as it owns any land within River Wilderness Phase III. From time to time hereafter, Developer may transfer title or interests to portions of the Common Area to the Association or the Foundation, by deed, dedication on a plat, easement or other instruments selected by Developer, which transfer shall be free of any debt but subject to easements, reservations, restrictions and limitations or record, and taxes for the year in which conveyance is made. The Association shall be obligated to accept title or transferred interest to each such parcel of property as and when delivered by Developer.

2. Except for those portions of the Limited Neighborhood Common Area for which the responsibility of maintenance has been or hereafter is imposed on some of the Lot Owners in the Neighborhood by virtue of this Declaration, or on the Foundation under paragraph 3 hereof, the Association shall maintain, repair and replace the Neighborhood Common Areas as a common expense to be borne by all members of the Association.

3. The portions of the Neighborhood Common Areas on which Common Area easements are established, which include Tract 100, the private roads and Fort Hamer entrance and 24-hour manned gate, and those portions of Tract 606 containing the community ramp, community park and community parking, shall be maintained by the Foundation, including but not limited to costs associated with manning the 24-hour gate, as a common expense of the Foundation, provided however that the Association may, at its expense, supplement the maintenance and improvements selected by the Board of Directors of the Foundation. By way of example and not limitation, the Association may choose to plant flowers or landscaping and more regularly prune vegetation, but nothing herein shall be construed or interpreted to authorize the Foundation to fail to perform good faith maintenance and upkeep of the Common Areas.

4. The Association shall have the authority to regulate the use of the Limited Neighborhood Common Areas and the Neighborhood Common Areas, including the following:

a. The right of the Association, through its Board of Directors, to establish, modify, amend, rescind, and enforce reasonable rules and regulations, including the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D". Under those Rules, Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D" are required by Manatee County, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to, the following provisions:

1. Boats docked within River Wilderness shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet.

2. The use of the boat slips shall be limited to boats owned by residents of the Subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.

3. Fueling or repair facilities, viewing facilities, pump-out facilities, "liveboards", waste disposal, or fish cleaning stations shall be prohibited.

4. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.

5. Permanent manatee information signs, channel markers, speed zone signs along the river in front of the Subdivision, and a marina manatee educational program, shall be installed and implemented by the Developer, and must be continuously maintained by the Association at Association expense for so long as required by governmental agency.

6. Recycling bins shall be maintained at the community boat ramp, canoe/kayak launch and T-dock for the separation and recycling of monofilament line.

7. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.

8. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.

9. The total number of boat slips in the Subdivision, including lands that may be added hereto under Article III, shall be no greater than 156.

10. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.

11. Notwithstanding anything herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Neighborhood and others that may be added under Article III or otherwise part of the subdivision.

b. The right of the Association to charge reasonable admission and other fees for the temporary exclusive use of any recreational facility situated upon the Limited Neighborhood Common Area or Neighborhood Common Area.

c. The right of the Association to grant easements over the Limited Neighborhood Common Area and the Neighborhood Common Area, and the right of the Association to release or convey its rights to any part of the Limited Neighborhood Common Area or the Neighborhood Common Area to the Developer or any Lot Owner to facilitate development of dwellings units so long as the release or conveyance does not substantially, materially and adversely affect the function and use of the remaining Limited Neighborhood Common Area or Neighborhood Common Areas. Riparian easements are hereby created to run with the title of any Lot which has the right under the development plans approved by the governmental authorities to construct and use a boat dock or observation pier consistent with such use. Without limitation, Lot Owners who are permitted to construct and use a boat dock shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to a dock, and a boat dock; construct, use and maintain utility lines to supply service to the boat dock; moor vessels at the dock; use the dock for observation and fishing; and otherwise enjoy the dock, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D, and applicable government regulation. Lot Owners who are permitted to construct and use an observation pier shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to an observation pier, and an observation pier, and



associated utility services, and use the pier for observation and fishing, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D to the extent any of those rules apply to observation piers, and applicable government regulation.

d. Upon the filing of a plat of any portion of lands within the Property, a nonexclusive and perpetual right of ingress and egress over and across all private roads (and across all sidewalks, walkways and paths within or adjacent thereto) shall be deemed to have been granted to all Lot Owners and their respective guests, invitees, and tenants; representatives of utilities and delivery, pickup and sanitation services; United States mail carriers; representatives of fire departments, police and sheriff's departments, and other necessary county, special district, state and federal agencies, including the Southwest Florida Water Management Department; and holders of liens on any property subject to this Declaration. Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the Public Records of Manatee County, Florida.

e. Developer hereby authorizes the use of all private roads and delegates the nonexclusive right to exercise control of traffic thereon to, duly constituted law enforcement officers, and, subject thereto, Developer shall have the right, but not the obligation, to control and regulate all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit traffic which, in the opinion of Developer, would or might result in damage to said roads, and the right to control and prohibit parking on all or any part of said roads. Developer reserves the right to the use of the roads for the transportation of equipment, machines, vehicles, supplies, materials and persons engaged in or needed for the construction or development of any portion of the Subdivision, or other lands in River Wilderness. Developer further reserves the right to deny access to said roads to any person other than those persons referred to in paragraph (d) above, and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any property subject to this Declaration if the location of the same will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon said private roads.

f. In the event and to the extent that any portion of said roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of subparagraph (e) above shall be of no further force or effect as to the property so acquired.

g. The Association shall have the right and duty to control the water level and maintenance of all ponds and drainage control devices, and other areas and apparatus comprising the Stormwater Management System, including dry retention areas, and may use the water in all ponds for irrigation purposes on the Common Area, the Limited Neighborhood Common Area, and Neighborhood Common Area. The Association, Developer, or other persons may make additional use of the water for other irrigation purposes as Developer or the Association may designate. The Association shall be the operator of the Stormwater Management System including easement areas, drainage facilities, ditches, wet and dry retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements. No portion of the Stormwater Management System may be materially altered without the prior written approval of the Manatee County and the Southwest Florida Water Management District. The Association, the Owners, and other occupants and users of the Common Area, including all Limited Neighborhood Common Area and Neighborhood Common Area, shall comply with all lawful regulation applicable to the Stormwater Management System, including but not limited to those imposed by the Southwest Florida Water Management District, Manatee County, and other applicable authority, including but not limited to the following:

1. All activities involving filling, excavating, removing of vegetation (both trees and understory), and storing of materials, shall be prohibited within Common Areas, Limited Neighborhood Common Area, Neighborhood Common Areas, or on any Lot, unless written approval is obtained from Manatee County and the Southwest Florida Water Management District. Approval from the Southwest Florida Water Management District may require a formal permit modification and equivalent flood compensation.

2. Each Owner of property within the Subdivision at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Stormwater Management System approved and filed with the Southwest Florida Water Management District. Except for approved docks

or observation piers, no Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, preservation areas, drainage easements or any other part of the Stormwater Management System, unless prior approval is received from the Association, and applicable authorities, including without limitation, Manatee County, and the Southwest Florida Water Management District, as applicable.

3. No structures, buildable area, paving, creation of impervious areas, placement of lawn furniture, patios, pools, pool cages, or fences, shall be permitted within the dry retention areas. The only exception to the foregoing prohibition shall be access to docks, which shall be placed in accordance with the Southwest Florida Water Management District permit. Dry retention areas are subject to a stormwater maintenance easement in favor of the Association and the Southwest Florida Water Management District.

4. The removal of littoral shelf vegetation (including cattails) from wet detention areas is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

h. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners and occupants under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the maintenance of any portion of the Common Area or Neighborhood Common Areas that they may have the right to use. For example, and not by way of limitation, if the owner of an adjacent property is given the non-exclusive right to use the boat ramp, the use must be non-exclusive, the user of the boat ramp must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and the user must be obligated to pay a fair share of the maintenance of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof. In the event the Developer elects to develop part or of all of Subphases G & H of River Wilderness under a different declaration of covenants and/or with a separate or additional homeowner association, the owners of Lots therein shall be entitled to use the easements, Stormwater Management System, Common Areas, Neighborhood Common Area, River Lodge a/k/a River House, and Limited Neighborhood Common Areas as provided in the governing documents for those separate properties but must be obligated to comply with rules and regulations imposed and enforced by the entity having control thereof and pay an equal share of the costs and expenses of maintaining, repairing and replacing any areas they are permitted to use, whether by membership in the Foundation, the Association, a separate association, by a separate agreement such as an Easement and Maintenance Agreement, or otherwise.

i. No person shall, without the written approval of Developer, do any of the following on any part of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas; camp; for any purpose other than as a means of transportation on the private roads; fish or swim in lakes, canals or streams; permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than common facilities constructed or approved by Developer; discharge any liquid or material, other than natural drainage, into any pond, lake, or watercourse; alter or obstruct any lake, pond, or watercourses; or interfere with any water control structures or apparatus.

j. If owned in fee title by the Association, the Association shall have the right to borrow money for the purpose of improving the Neighborhood Common Area or the Limited Neighborhood Common Area, and in order to secure any such loan shall have the further right to encumber that portion of the Neighborhood Common Area or Limited Neighborhood Common Area being improved.

5. Common Dock: Developer reserves the exclusive right, consistent with governmental authority and permitting, to construct a common dock facility, and related improvements in a portion of Limited Neighborhood Common Area to be added to this Subdivision. If Developer chooses to do so, until such time

as Developer shall have conveyed title to all of the property within the Subdivision, Developer reserves the exclusive right to sell and assign common dock slips to owners of lots within the Subdivision for an additional consideration or included as part of a lot sale transaction, provided however, that such assignments shall only be made to (1) owners of lots not otherwise permitted under this Declaration or applicable law or governmental regulation to construct and use a private boat dock adjacent to their lot (lots in this category include, but are not limited to, the lots identified in subsection (4)(a)(11) of this Article VII); or (2) owners of lots permitted to construct and use a boat dock adjacent to their lot who have signed and recorded a written statement waiving the right to construct a boat dock based on a lack of adequate water depth. In the event an owner of a lot in category #2 above subsequently determines that there is sufficient water adjacent to the lot and desires to construct and use a boat dock the owner must first execute and record an instrument satisfactory to the Association to waive and release the owner's interest in any assigned common dock slip and reverse the prior written recorded statement thereby returning the lot to the category of lots in the Subdivision that have the right to construct and use a boat dock adjacent to the lot and no right to assignment of a common dock slip. All assignments of common dock slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Manatee County. Upon such assignment, the common dock slip so assigned shall be deemed appurtenant to the lot owned by such lot owner and the lot owner shall have the exclusive right to the use thereof without any additional charge therefore except for the owner's equal share of the expenses of operating and maintaining the assigned slips, which shall be assessed to the Lot Owner as a special assessment pursuant to the Declaration and entitle the Association to all collection and lien rights under this Declaration, or if not an owner under this Declaration, assessed to the owner under the applicable governing documents. After assignment, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the lot to which it was assigned, except that such right may be separately assigned to the governing homeowner association, and thereafter assigned by the association, in its discretion, to another lot owner. Until reassigned by the association, such common dock slip shall be by deemed to be the same as any other common dock slip that is not specifically assigned to a lot. The rights of Developer hereunder may be assigned to an association by Developer, in its sole discretion, and if assigned, shall be reflected in written recorded instrument.

6. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed pro rata against the lots owned by the members of the Association and shall be payable by the owners of the lots within 60 days after receipt of a statement therefore. If any owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such owner's lot, which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

7. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System. If the Association ceases to exist, all of the members of the Association shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with the requirements of the permit and applicable rules and regulations, unless and until an alternate entity assumes responsibility in accordance with the regulations and requirements of the Southwest Florida Water Management District.

#### VIII. ADDITIONAL RIGHTS RESERVED

1. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Subdivision. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

.....

d. Control of Association. Developer reserves the right to maintain control of the Association, by appointment of all of the directors, pursuant to Section 720.307, Florida Statutes until the first to occur of the following events:

1. Three months after ninety (90%) percent of the Sites that will be operated ultimately by the Association have been conveyed to purchasers (at the time of the recording of this Declaration, the number of Sites to be operated by the Association was sixty-seven (67), subject to addition or deletion by the Developer as provided in Articles III and IV hereof), or

2. When all the Sites that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

3. When some of the Sites have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4. Seven years after recordation of this Supplement and Amendment to the Declaration.

The Developer is entitled to elect all the minority members of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Sites in the Subdivision. Notwithstanding the foregoing provisions, Developer reserves the right to transfer control of the Association to the members at an earlier time than mandated by statute and the members agree to accept control of the Association when offered by the Developer.

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#### **IX. RESERVATION OF EASEMENTS**

1. Easements for open space, landscaping and buffering, signage, drainage, fire protection devices and equipment, access, utilities, and irrigation, are reserved in favor of the Developer, the Association, and others, as indicated on any plat of River Wilderness, Phase III.

~~2. Conservation easements in favor of Manatee County, the Florida Board of Trustees and the Southwest Florida Water Management District are or will be created as required as part of the development and permitting process. These conservation easements shall be created either by separate recorded instrument or by inclusion in one or more of the plats of the Subdivision and shall be binding hereunder no matter when created.~~

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#### **XII. USE RESTRICTIONS**

1. Each Lot in the Subdivision shall be subject to the following use restrictions:

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v. Reasonable rules and regulations concerning the use of the Neighborhood Common Area and Limited Neighborhood Common Area may be made and amended from time to time by the Board of Directors of the Association, and all Owners, occupants, and users thereof shall abide by said regulations.

.....

#### **XIV. RIGHTS OF MORTGAGEES**

1. Mortgage Foreclosure. The owner and holder of a first mortgage of record which acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, shall be liable for assessments levied against such Lot in the same manner as any other Owner unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Florida Statutes, as amended from time to time. Any unpaid share of common expenses resulting from the application of limited liability of a mortgagee becomes a common expense collectible from all Lot Owners, including the acquirer and its successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of

foreclosure) may during the period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

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**XVI. GENERAL PROVISIONS**

1. Property Units. The Developer has assigned and does hereby assign one property unit (as that term is defined in the Master Declaration) to each Lot for a total of ~~eighty-eight (88)~~ one hundred thirteen (113) property units assigned to the Neighborhood.

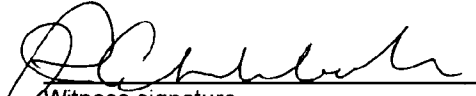
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In addition to the foregoing, Exhibits A, E, F, G, H, I, J and K are modified as attached.

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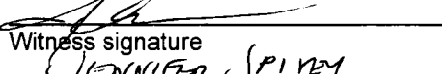
Except as amended and supplemented herein, the provisions of the Declaration, as previously amended, shall remain unchanged.

In witnesseth whereof, the undersigned representative of the Developer has caused this Supplement and Amendment to be executed this 10 day of February, 2017.



Witness signature  
JOHN P. AFFLEBACH

Printed name of witness



Witness signature  
JENNIFER SPIVEY

Printed name of witness

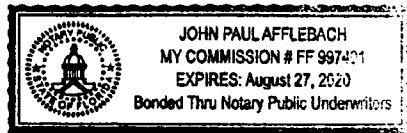
**Rive Isle Associates, LLC,**  
a Florida limited liability company

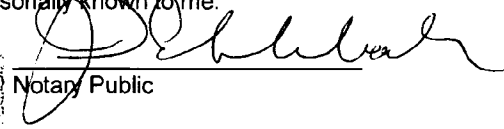


By: Roy A. Premer, Authorized Officer

STATE OF FLORIDA  
COUNTY OF ~~MIAMI-DADE~~ MANATEE

The foregoing instrument was acknowledged before me this 10 day of FEBRUARY 2017, by Roy A. Premer, as Authorized Officer of Rive Isle Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Exhibit "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MANATEE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Description of River Wilderness, Phase III, Subphase H-2

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 147, RIVER WILDERNESS, PHASE III, SUBPHASE H-1, RECORDED IN PLAT BOOK 58 AT PAGE 186, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, (THE FOLLOWING THREE CALLS ARE ALONG THE WESTERLY LINE OF SAID RIVER WILDERNESS, PHASE III, SUBPHASE H-1); [1] THENCE S.05°12'47"E. A DISTANCE OF 236.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WITH THE CENTER POINT BEARING N.05°12'47"W. A RADIAL DISTANCE OF 3025.00 FEET; [2] THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 01°05'00" A DISTANCE OF 57.20 FEET; [3] THENCE S.06°17'47"E. A DISTANCE OF 185.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING S.06°17'47"E. A RADIAL DISTANCE OF 3210.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 06°34'30" A DISTANCE OF 368.37 FEET TO THE POINT OF REVERSE CURVATURE, (P.R.C.) OF A CURVE TO THE LEFT WITH A RADIUS OF 710.00 FEET AND A CENTRAL ANGLE OF 35°23'49"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 438.63 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 63.40 FEET AND A CENTRAL ANGLE OF 85°10'00"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 94.24 FEET; THENCE N. 39°57'06"W. A DISTANCE OF 45.62 FEET TO THE POINT OF CURVATURE, (P.C.) OF A CURVE TO THE LEFT WITH A RADIUS OF 12.20' AND A CENTRAL ANGLE OF 22°02'20"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 4.69 FEET; THENCE N.61°59'26"W. A DISTANCE OF 67.74 FEET; THENCE N.86°34'48"W. A DISTANCE OF 15.59 FEET; THENCE S.48°25'12"W. A DISTANCE OF 26.03 FEET; THENCE N.14°04'51"W. A DISTANCE OF 56.37 FEET; THENCE N.03°25'12"E. A DISTANCE OF 15.59 FEET; THENCE N.23°56'26"W. A DISTANCE OF 152.30 FEET; THENCE N.29°08'24"W. A DISTANCE OF 92.85 FEET; TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 1011.00 FEET AND A CENTRAL ANGLE OF 05°10'07"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 91.20 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 134.00 FEET AND A CENTRAL ANGLE OF 20°24'13"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 47.72 FEET; TO THE P.R.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 241.00 FEET AND A CENTRAL ANGLE OF 35°38'38"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 149.93 FEET; THENCE N.08°46'30"W. A DISTANCE OF 89.69 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE

OF 101°36'44"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 26.60 FEET; THENCE S.69°36'46"W. A DISTANCE OF 13.06 FEET; THENCE N.22°09'00"W. A DISTANCE OF 31.19 FEET; THENCE S.67°51'00"W. A DISTANCE OF 70.95 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 18°40'34"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 13.04 FEET; THENCE S.86°31'34"W. A DISTANCE OF 15.29 FEET; TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 71°23'03"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 74.75 FEET; THENCE S.15°08'31"W. A DISTANCE OF 24.33 FEET; TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 36°28'12"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 19.10 FEET; THENCE S.51°36'43"W. A DISTANCE OF 25.62 FEET; TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 510.00 FEET AND A CENTRAL ANGLE OF 05°51'01"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 52.07 FEET; THENCE S.45°45'42"W. A DISTANCE OF 9.58 FEET; TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 22°45'45"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 11.92 FEET; THENCE S.68°31'27"W. A DISTANCE OF 23.14 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 22°23'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 11.72 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 44°11'09"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 46.27 FEET; THENCE S.46°43'39"W. A DISTANCE OF 44.87 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 21°48'52"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 11.42 FEET; THENCE S.68°32'31"W. A DISTANCE OF 32.80 FEET; TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 20°58'05"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 21.96 FEET; THENCE S.47°34'25"W. A DISTANCE OF 40.84 FEET; THENCE S.35°02'11"W. A DISTANCE OF 19.22 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 20°00'37"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 10.48 FEET; THENCE S.55°02'48"W. A DISTANCE OF 9.03 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 32°19'57"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 33.86 FEET; THENCE S.22°42'51"W. A DISTANCE OF 29.31 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 31°49'12"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 16.66 FEET; THENCE S.54°32'03"W. A DISTANCE OF 17.50 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 07°41'45"; SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 28.21 FEET; THENCE S.46°50'18"W. A DISTANCE OF 28.16 FEET; THENCE S.48°57'12"W. A DISTANCE OF 17.16 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 21°51'25"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 22.89 FEET; THENCE S.27°05'47"W. A DISTANCE OF 71.30 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 37°41'44"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 19.74 FEET; THENCE S.64°47'30"W. A DISTANCE OF



27.82 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 24°33'40"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 25.72 FEET; THENCE S.40°13'51"W. A DISTANCE OF 28.52 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 11°15'58"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 11.80 FEET; THENCE N.89°38'23"W. A DISTANCE OF 41.76 FEET; THENCE N.89°38'23"W. A DISTANCE OF 96.72 FEET; THENCE N.77°59'38"W. A DISTANCE OF 109.87 FEET; THENCE N.12°32'29"E. A DISTANCE OF 71.98 FEET; THENCE N.07°01'54"E. A DISTANCE OF 309.02 FEET; THENCE N.39°59'20"E. A DISTANCE OF 271.44 FEET; THENCE N.00°15'02"W. A DISTANCE OF 261.57 FEET; THENCE N.66°02'51"E. A DISTANCE OF 82.79 FEET; THENCE N.73°02'29"E. A DISTANCE OF 518.54 FEET; THENCE N.87°54'21"E. A DISTANCE OF 172.45 FEET; THENCE S.85°33'34"E. A DISTANCE OF 245.64 FEET; THENCE S.81°22'50"E. A DISTANCE OF 222.56 FEET; THENCE S.06°15'05"E. A DISTANCE OF 475.01 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 241.00 FEET AND A CENTRAL ANGLE OF 07°23'33"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 31.09 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 134.00 FEET AND A CENTRAL ANGLE OF 29°19'39"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 68.59 FEET; THENCE S.28°11'11"E. A DISTANCE OF 85.71 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING S.17°26'59"E. A RADIAL DISTANCE OF 1131.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 17°43'42" A DISTANCE OF 349.95 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 2789.00 FEET AND A CENTRAL ANGLE OF 05°29'30"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 267.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,358,603 SQUARE FEET BEING 31.1892 ACRES, MORE OR LESS.

**EXHIBIT "E"**

**NOTICE TO BUYERS**

**NOTICE TO BUYERS OF RIVER WILDERNESS,  
PHASE III- SUBPHASES E, F, H-1, H-2 and M**

**To the Purchasers of Lots in River Wilderness, Phase III- Subphases E, F, H-1, H-2 and M in  
Manatee County, Florida:**

THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, having specifically considered the recommendation of the Planning Commission, the criteria set forth in Manatee County Ordinance No. 90-01 (the Manatee County Land Development Code); and finding PDR-98-17(P)(R4) consistent with Manatee County Ordinance No. 89-01 (the 2020 Manatee County Comprehensive Plan), Revised Preliminary Site Plan PDR-89-17(P)(R4) – RIVE ISLE ASSOCIATES, LLC f/k/a RIVER WILDERNESS ASSOCIATES, LTD. is hereby approved to allow 178 lots for single-family detached residences, an R.V. and boat storage area, a community park, relocation of an existing boat ramp, and a new dock at the boat ramp, 127 boat slips on an interior basin system with navigable access to the Manatee River, and 29 individual docks and 10 observation piers along the Manatee River, and GRANT special approval for a project: 1) adjacent to a perennial stream; 2) at least partially within the CH (Coastal High Hazard Area); 3) the CEA (Coastal Evacuation Area); and 4) the CSVA (Coastal Storm Vulnerability Area). Copies of the FSP No. PDR-98-17/FSP-05-73(R) can be found in the Records Management Department of the Planning Department.

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

1. The Declaration of Restrictions and Protective Covenants, Conditions & restrictions for River Wilderness, Phase III- Subphases E, F, H-1, H-2 and M (the "Declaration"), recorded in Official Records Book 02205, Pages 3919-3991, Public Records of Manatee County, Florida, the Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a The Islands or The Islands of River Wilderness) on August 27, 2015 in Official Records Book 2598, Pages 2186-2221, of the Public Records of Manatee County, Florida (the "First Amendment") and the Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Pages \_\_\_\_\_, of the Public Records of Manatee County, Florida (the "Second Amendment").
2. Ownership of a Lot in said Subdivision automatically makes you a member of River Wilderness, Phase III- Subphases E, F, H-1, H-2 and M, making you subject to their by-laws and regulations. Each lot entitles each 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 proposed assessment by the Association for the year running from **January 1, 2016** through **December 31, 2016** is **\$1,011** 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 Subdivisions. 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. 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.
6. 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.
7. Each Lot Owner is hereby notified that a Project Development and Environmental Study has been initiated and approved by the Florida Department of Transportation for location and design acceptance for the bridge connection of Upper Manatee River and Fort Hamer Road.
8. 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 thereafter.
9. For all lots abutting wet detention ponds: The owners shall not remove native vegetation (including cattails) that becomes 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.
10. 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.
11. Project site falls in Zone AE with the Base Flood Elevations of 7.5' to 9.2' NAVD 88, with a portion of the property encroaching into the FEMA regulatory floodway (Manatee River) per FIRM panel 12081C 0190E and 12081C 0195E as revised by Letter of Map Revision (LOMR), Case No. 14-04-7603P, effective March 26, 2015. Specifically, all lots encroach into the flood zone AE and no lots encroach into the regulatory floodway with Letter of Map Revision (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway becoming effective April 5, 2016.

12. Per the FEMA 44 CFR 60.3.c.2, an AE zone shall have the lowest habitable finished floor elevated to or above base flood elevation (BFE) and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at BFE plus a one (1) foot freedboard, flood protection elevation (FPE). The finished floor of the homes within the AE zone must be at least one (1) foot higher than the BFE.
13. 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.
14. A sealed survey showing a FIRM panel number, flood zone, flood zone lines delineated, base flood elevation with existing and proposed grades of the lot, must be submitted at the time of building permit application, unless there is a FEMA approved LOMR (letter of map revision) for the above lots, in which case the surveyor will need to note the case number on the survey.
15. **THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOOD PLAIN MANAGEMENT SECTION.**
16. 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.
  - 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. Replacement canopy trees placed on individual lots shall be planted in accordance with Section 714.8.4 and be consistent with the landscape plan submitted with the amended Preliminary Site Plan. See Attached Schedule 1.
    8. If a tree is required on a lot, and if the property owner removes the tree, they must replace it. Also, the remainder may be planted elsewhere in River Wilderness, or as allowed by code, including payment to the Tree Trust fund.
    9. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued for a house on a lot until a licensed landscape architect has certified to the Planning Department that all required replacement trees have been installed, that such trees are of at least Florida grade #1 stock, that the trees have been planted using proper installation techniques, and that the trees have not been planted in a manner to interfere with a drainage swale or planted within 15' of a building pad or pool cage or enclosure.

10. In accordance with the requirements of Section 714.8.4, should removal be required, such removal shall require a Tree Removal Permit in accordance with Section 714.2 and tree replacement. Only pruning of required tree shall be allowed in accordance with Section 714.2.2.8.
  11. Replacement trees that are damaged by natural calamities on individual residential lots removed must be replaced with the same size and type of tree as originally planted. This includes any areas of common ownership or trees shown on the site plan.
  12. With the approval of the Developer, a Lot Owner may mitigate the number of trees required to be planted on their lot by paying a fee of \$250 per tree into a tree fund maintained by the developer which is to be used exclusively for "replacement" tree plantings on the Ft. Hamer Road and Bridge public right away. At a minimum, only one (1) tree per lot frontage will be required to address the number of street trees noted on the TABLE included in Exhibit "G".
17. Unless permitted by the Manatee County Land Development Code, and Southwest Florida Water Management District the following acts and activities are expressly prohibited within the boundaries of wetland and wetland buffer areas 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.
18. Single family boat docks are limited to one boat.
19. Boat Ramp usage is strictly prohibited to public use and is intended for Declarant, Homeowners and Guests.
20. The fact that Manatee River and Gamble Creek are known to be frequented by Manatees. Boat rentals, personal watercraft rentals, live aboards, and repair activities shall be prohibited from all docks and the boat ramp.
21. In a 100 year storm event the surface water / storm water lakes could rise up to 7 feet above normal water elevations or C.W.L.

22. Placement of fill on to lots is prohibited outside the parameters of The Southwest Florida Water Management Permit # 43021118.008 or without a permit modification from SWFWMD.
23. Except where a lot owner has received permission from the Manatee County Natural Resource Division and the Southwest Florida Water Management District, the following acts and activities are expressly prohibited within the boundaries of that area on the Final Plat recorded in the public records identified as "Dry Retention".
- Construction or placing of building, roads, signs or other structures on or above the ground, with the exception of a boardwalk permitted as part of the construction of a permitted dock.
  - Construction or placing of utilities on, below or above the ground, with the exception of those permitted as part of the construction of a permitted dock.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste or offensive materials.
  - Removal, mowing or trimming of trees, shrubs or other vegetation, with the exception of that necessary as part of the construction of a permitted boardwalk.
  - Application of herbicide, pesticides or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil rock or other material.
  - Any activity detrimental to drainage, flood control, water conservation, erosion control and soil conservation.
  - Acts or uses detrimental to such retention areas.
24. No residence or related structures (such as a pool) may be built within the area of the existing floodway line based on the Letter of Map Revision (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway which became effective April 5, 2016.
25. The proposed footprint of all docks is delineated on the Final Site Plan. Appropriate safety lighting shall be installed on any docks within Lots 1-5. Docks of Lots 1-5 shall be no longer than 15' or minus 3' water depth, whichever is greater. All docks that encroach into the regulatory floodway will be required to have a No-Rise certification and all corresponding technical data.
26. Two boat slips will be provided for the Manatee County Sheriff's Office and the State of Florida Fish & Wildlife Services (2 slips total).
27. Certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.
28. Required setbacks shall be as follows:

Single-family detached lots:

Front	25'
Side	7.5'
Rear	15'*

\* - Provided, however, no structures or buildable areas shall be permitted within the drainage easement area. Additionally, a stormwater maintenance easement within the drainage area shall be recorded in favor of the Homeowner's Association and SWFWMD over the dry retention areas, which will prohibit all structures, buildable area, paving, creation of impervious area, placement of lawn furniture, patios, pools, pool cages, or fences within the drainage retention areas. The only exception shall be for access to docks which shall be placed in accordance with the SWFWMD permit. Included in the maintenance easement shall be plans for common maintenance of the easement areas consistence with the SWFWMD permit and a prohibition against the application of chemicals within the easement areas.

29. The stormwater easement areas shall be delineated on individual lots with signage similar to the signs required for the identification of the wetland buffers.
30. There shall be no vacation of the easements to permit future construction or encroachments.
31. The minimum floor area of all homes shall be 2,800 sq. ft.
32. The community park along the Manatee River shall contain off-street parking for 10 vehicles, shade trees, grills, benches, and picnic tables. The existing tot lot within River Wilderness shall be upgraded to include a commercial grade tot lot with 7 or more play activities with the first Final Plat.
33. All roads within the project shall be private. A POMD agreement is recorded in Official Record Book 2205 and Page 3911, Public Records of Manatee County, Florida. An Agreement for Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments (POMD) shall be recorded in the Official Public Records of Manatee County.
34. Unless otherwise approved by Planning Department, native or naturalized plant species indigenous or xeriscape plant species, shall be utilized for required landscaping within common areas. In addition, the developer shall disseminate information on the Florida Yards and Neighborhood Program to individual lot owners.
35. Any significant historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Division of Historical Resources, and treatment of such resources shall be determined in cooperation with the Division of Historic Resources and Manatee County. Treatment of the resources shall be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) shall be followed. This requirement shall be recorded in the Homeowner's Documents.
36. State and federal permits for the proposed individual lot docks and boat ramp facility shall be obtained prior to County Building Permit approval.
37. Boats docked within this development shall be restricted to a maximum draft of 2.5 feet.



- 38. The use of the boat slips shall be limited to boats owned by residents of this development only. Establishment of a "boat club" which owns boats and sells or leases them shall be prohibited.
- 39. The area between the buildable area and the waterfront of the interior lots shall be planted with the appropriate ground cover and plantings to protect water quality as approved by the Planning Department with the Final Site Plan. The intent of the stipulation is to prevent chemical application.
- 40. Mooring of boats shall be prohibited at the Observation Docks depicted on Lots 7-9 & 12-14 in accordance with the approved Manatee Protection Plan. Installation of handrails shall be required on observation docks.
- 41. All docks that encroach the regulatory floodway, as proposed, will be required to have No-Rise Certification (and all corresponding technical data) (LDC 802.B.3).
- 42. Until an approved LOMR is received by the Building Dept./Floodplain Section, any structure built will be considered to be in the 100-Year Floodplain, and will be required to meet all criteria as set forth in the LDC 802 Floodplain Management, the Manatee County Floodplain Ordinance 13-39, and the 44 CFR (Code of Federal Regulations) Section 60.3.
- 43. Visibility Triangles must be maintained per the Land Development Code of Manatee County, Florida.
- 44. Each Owner is responsible for the installation and completion of lot front sidewalks prior to issuance of Certificate of Occupancy.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

**EXHIBIT "F"**

**RIGHT OF ENTRY**

**RIGHT OF ENTRY AND COMPLIANCE WITH MANATEE COUNTY LAND  
DEVELOPMENT CODE FOR RIVER WILDERNESS, PHASE III- SUBPHASES  
E, F, H-1, H-2 AND M**

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 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 3, (Review Authority And Procedures), Section 336.4 (Common Areas) of the Land Development Code and are hereby incorporated as part of the Declaration of Restrictions and Protective Covenants for River Wilderness Phase III- Subphases E, F, H-1, H-2 and M.

- 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 on a pro-rated basis and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, 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 amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

**EXHIBIT "G"**

**TREE PLANTING SUMMARY**

**TREE REPLACEMENT AND INSTALLATION RIVER WILDERNESS - PHASE III,  
RIVE ISLE, SUBPHASES E, F, H-1 AND H-2.**

**Note:**

All plant material to meet criteria listed below and shall be Florida #1 quality determined by the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants 2<sup>n</sup> Edition (Feb. 1998 P# 97T-05). The predominant proposed common area landscaping material are either, native or naturalized plant species indigenous to Manatee County or Xeriscape Plant Species and are Florida friendly plant species indicated by the Florida Yards and Neighborhood Program.

**Note:**

Any future tree removal shall require a new tree removal permit in accordance with Section 7.14 of the Land Development Code. This requirement will be satisfied with each individual Final Site Plan/Construction Plan.

**Note:**

All street trees planted on lots shall meet the "visibility triangle" for driveways. LLDC, Section 713.2.2.

**Note:**

Manatee County Commission Stipulation A.1, shall and has been met for the Fort Hamer Road Landscape Buffer.

**Note:**

Street trees on lots are the responsibility of the builder/homeowner regarding installation and maintenance replacement trees are the responsibility of the homeowner. Such street & required lot replacement trees shall be installed prior to Certificate of Occupancy. Trees in Common Areas, Buffers, and Greenbelts are the responsibility of the Developer to install and maintain.

**Note:**

No trees or shrubs shall be planted within the middle two-thirds (2/3) of any drainage swale or within three (3) feet measured horizontally from the centerline of the drainage swale, whichever is greater.

**Note:**

No street tree or other tree will be planted within a Public Right of Way or Public or Private Utility Easement. No tree will be planted closer than 25' from a Right of Way.

**Note:**

Replacement canopy trees placed on individual lots must be planted in accordance with Section 714.8.4 and be consistent with the Landscape Plan submitted with the Amended Preliminary Site Plan three different species for canopy trees will be required. The property owner will be responsible to replace all required lot trees. If removed, and replace with an approved tree species and approved size and caliper any replacement trees damaged beyond repair by natural calamities on individual lots must be replaced with same size and type of tree originally planted by the lot owner. Additionally, All damaged replacement trees in common areas or replacement trees shown on the site plan must be replaced by the property owner.

**Note:**

1. Canopy trees shall be installed no closer than fifteen (15) 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. AH 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 2<sup>nd</sup> Edition (February 1998 P#97T-05).
4. The builder or homeowner will provide a Landscape Plant to the Developer or H.O.A. depicting approved canopy tree species, size, and spacing prior to installation of landscape material. The Landscape Architect shall review and approve said Landscape Plan. Upon implementation of required canopy trees the Landscape Architect will inspect and certify to the County in writing that the installation meets the requirements of the approved Landscape Plan.
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.

**LOT/STREET CANOPY TREE LIST**

- \* 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 the Tree Planting Summary Chart.
- \* Canopy trees shall be;  
12' Height x 5' Spread x 3" Caliper (minimum).
- \* Canopy tree spacing shall be a minimum of 25' on center.
- \* Selective Tree List:

**CANOPY TREES**  
Live Oak  
Shumard Oak  
Laurel Oak  
Magnolia  
Sweetgum Red  
Maple Elm  
Sycamore  
Bald Cypress

## River Wilderness – Phase III Rive Isle – Subphase H-2

**Canopy Tree Requirements for Homesites:** The following is the required canopy trees to be included in landscaping for each homesite. See Lot/Street tree canopy list for suggested type and required minimum spacing.

<u>Home site Number</u>	<u>Side &amp; Rear Yard</u>	<u>Front Yard</u>	<u>Total Yard</u>
122	5	2	7
123	5	2	7
124	5	2	7
125	5	2	7
126	5	2	7
127	5	2	7
128	5	2	7
129	8	2	10
130	3	4	7
131	5	2	7
132	5	2	7
133	6	2	8
134	6	2	8
135	6	2	8
136	6	2	8
137	6	2	8
138	6	2	8
139	5	2	7
140	4	4	8
141	5	2	7
142	5	2	7
143	5	2	7
144	5	2	7
145	5	2	7
146	5	2	7

**EXHIBIT "H"**

**LIST OF HOLDINGS**



**LIST OF HOLDINGS  
FOR RIVER WILDERNESS PHASE III- SUBPHASE H-2**

1. Tract 100: Private road right of way, private drainage, public utility easement.
2. Tract 502: Private drainage area, public flowage easement, storm water maintenance easement.
3. Tract 604: Private common area, private drainage easement.
4. Tract 700: Wetland and wetland buffer areas, public flowage easement.

Tract 100 shall be maintained by the River Wilderness of Bradenton Foundation, Inc.

All other Tracts are maintained by Rive Isle Association, Inc.

**EXHIBIT "I"**

**MAINTENANCE PROGRAM**

**MAINTENANCE PROGRAM FOR RIVER WILDERNESS  
PHASE III- SUBPHASES E, F, H-1, H-2 AND M**

It is anticipated that the budgetary information submitted indicates more than adequate funds for maintenance as well as operation of the facilities provided by Developer, and which are designated in said Proposed 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 week.
  - f. Plant replacement as required.
  - g. Edging of sidewalks as required, but generally three - four times per year.
  - h. Yearly monitoring and removal of nuisance, exotic plant species.
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 "J"**

**CONSENT AND JOINDER OF ASSOCIATION**

**&**

**CONSENT AND JOINDER OF FOUNDATION**

**CONSENT AND JOINDER OF FOUNDATION**

The undersigned authorized representative of **River Wilderness of Bradenton Foundation, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, H-1, H-2 and M (Declaration) for the purpose of approving and accepting same, and agrees to accept the transfer and assignment of the rights, duties, obligations, responsibilities, liabilities, debts, assets, and property rights of Rive Isle Association, Inc., in accordance with Article V(3) of the Declaration, if and when the Developer exercised the reserved right to make such transfer.

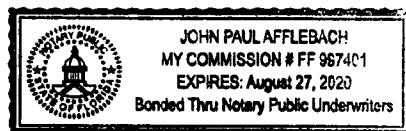
River Wilderness of Bradenton Foundation, Inc.

*Syble E DiGirolamo*  
\_\_\_\_\_  
Syble DiGirolamo, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 2017 by Syble DiGirolamo as President of River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated the above-named person is personally known to me.

Notary Public *[Signature]*  
Printed Name JOHN A. AFFLEBACH  
My Commission Expires \_\_\_\_\_



**CONSENT AND JOINDER OF ASSOCIATION**

The undersigned authorized representative of **Rive Isle Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, H-1, H-2 and M for the purpose of accepting the responsibility to operate and maintain said Subdivision and otherwise perform the duties as provided therein, consistent with the requirements of Chapters 617 and 720, Florida Statutes.

Rive Isle Association, Inc.

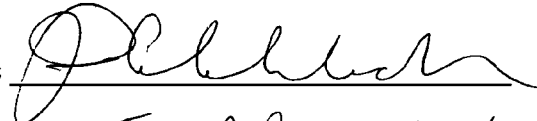


Roy A. Premer, Secretary

STATE OF FLORIDA  
COUNTY OF ~~MIAMI-DADE~~ *MANATEE*

The foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 2017 by Roy A. Premer as Secretary of Rive Isle Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated the above-named person is personally known to me.

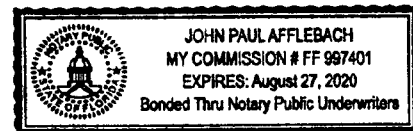
Notary Public



Printed Name

JOHN P. AFFLEBACH

My Commission Expires \_\_\_\_\_



**EXHIBIT "K"**

**2016 BUDGET & 10-YEAR FORECAST**

RIVE ISLE ASSOCIATION, INC.  
 10 YEAR BUDGET FORECAST  
 2016 - 2025

ITEM	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Number of Lots Sold	48	66	90	114	138	162	178	178	178	178
Lots Sold-The Islands	18	24	24	24	24	16	0	0	0	0
Total Lots Sold	66	90	114	138	162	178	178	178	178	178
Number of Plated Lots	113	139	165	178	178	178	178	178	178	178
<b>BUDGET LINE ITEMS</b>										
Audit & Tax Preparation	1,850	1,906	1,963	2,022	2,082	2,145	2,209	2,275	2,344	2,414
Insurance	3,650	3,760	3,872	3,988	4,108	4,231	4,358	4,489	4,624	4,762
Legal & Professional	1,850	1,906	1,963	2,022	2,082	2,145	2,209	2,275	2,344	2,414
Permits & Fees	110	113	117	120	124	128	131	135	139	144
Professional Mgmt. Fees	6,200	6,386	6,578	6,775	6,978	7,187	7,403	7,625	7,854	8,090
Office Expense	625	644	663	683	703	725	746	769	792	815
Landscape Contract	43,000	44,290	45,619	46,987	48,397	49,849	51,344	52,885	54,471	56,105
Grounds Maintenance/Supplies	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
Grounds-Other	12,500	12,875	13,261	13,659	14,069	14,491	14,926	15,373	15,835	16,310
RI Resident Common Boat Docks	7,200	7,416	7,638	7,868	8,104	8,347	8,597	8,855	9,121	9,394
Less: Common Dock Fees	(7,200)	(7,416)	(7,638)	(7,868)	(8,104)	(8,347)	(8,597)	(8,855)	(9,121)	(9,394)
River House	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143
Electric for Common Area	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743
Electrical Maintenance	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Fountain Maintenance	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Wetland Monitoring	2,800	2,884	2,971	3,060	3,151	3,246	3,343	3,444	3,547	3,653
Lake Maintenance	9,500	9,785	10,079	10,381	10,692	11,013	11,343	11,684	12,034	12,395
Nuisance, Exotics Species Monitoring/Removal	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
Maintenance Person	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715
Vehicle Expense	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262
<b>TOTAL</b>	<b>179,885</b>	<b>185,282</b>	<b>190,840</b>	<b>196,565</b>	<b>202,462</b>	<b>208,536</b>	<b>214,792</b>	<b>221,236</b>	<b>227,873</b>	<b>234,709</b>
Maintenance Assessments	48,508	68,700	96,492	125,890	156,965	189,791	214,792	221,236	227,873	234,709
Developer Subsidy	131,377	116,582	94,348	70,675	45,497	18,745	0	0	0	0
Other Income	0	0	0	0	0	0	0	0	0	0
	<b>179,885</b>	<b>185,282</b>	<b>190,840</b>	<b>196,565</b>	<b>202,462</b>	<b>208,536</b>	<b>214,792</b>	<b>221,236</b>	<b>227,873</b>	<b>234,709</b>
Maintenance Fee	1,011	1,041	1,072	1,104	1,137	1,172	1,207	1,243	1,280	1,319



RIVER WILDERNESS OF BRADENTON FOUNDATION  
 10 YEAR BUDGET FORECAST  
 2016 - 2025

ITEM	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Number of Lots Sold	747	809	833	857	916	940	956	956	956	956
Lots Sold - The Islands	18	24	24	24	24	16	0	0	0	0
Lots Sold - NE Parcel	44	0	0	0	0	0	0	0	0	0
Lots Sold - Other	0	0	0	35	0	0	0	0	0	0
Total Lots Sold	809	833	857	916	940	956	956	956	956	956
Number of Recorded Lots	0	0	0	0	0	0	0	0	0	0
<b>BUDGET LINE ITEMS</b>										
<u>River Wilderness</u>										
Grounds Contract	275,000	283,250	291,748	300,500	309,515	318,800	328,364	338,215	348,362	358,813
Vacant Lot Maintenance	400	412	424	437	450	464	478	492	507	522
Infrastructure	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133
Grounds Maintenance	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743
Boat Ramp/Community Park/Parking	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305
Gate Maintenance	13,000	13,390	13,792	14,205	14,632	15,071	15,523	15,988	16,468	16,962
Electrical Maintenance	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Speed Monitoring	5,400	5,562	5,729	5,901	6,078	6,260	6,448	6,641	6,841	7,046
Asphalt Repairs	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Lake Maintenance	47,325	48,745	50,207	51,713	53,265	54,863	56,509	58,204	59,950	61,748
Fountain Maintenance	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Pest Control	575	592	610	628	647	667	687	707	728	750
Guardhouse Cleaning	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Electric	26,400	27,192	28,008	28,848	29,713	30,605	31,523	32,469	33,443	34,446
Cable TV Bulk Contract	269,200	277,276	285,594	294,162	302,987	312,077	321,439	331,082	341,015	351,245
Cable Security	6,600	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612
Insurance-Bldg/Other	17,335	17,855	18,391	18,942	19,511	20,096	20,699	21,320	21,959	22,618
Legal/Professional	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Accounting	4,600	4,738	4,880	5,027	5,177	5,333	5,493	5,657	5,827	6,002
Licenses & Fees	65	67	69	71	73	75	78	80	82	85
Management Fee	38,000	39,140	40,314	41,524	42,769	44,052	45,374	46,735	48,137	49,581
Copying/Postage	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438
Guard Service Contract	147,000	151,410	155,952	160,631	165,450	170,413	175,526	180,791	186,215	191,802
Office Rent	2,600	2,678	2,758	2,841	2,926	3,014	3,105	3,198	3,294	3,392
<u>The Islands</u>										
Security	3,500	3,605	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567
Electric	1,600	1,648	1,697	1,748	1,801	1,855	1,910	1,968	2,027	2,088
Guardhouse	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305
Gate Maintenance	400	412	424	437	450	464	478	492	507	522
Guard Service Contract	137,500	141,625	145,874	150,250	154,757	159,400	164,182	169,108	174,181	179,406
Cable TV Bulk Contract	19,000	19,570	20,157	20,762	21,385	22,026	22,687	23,368	24,069	24,791
	<u>1,057,000</u>	<u>1,088,710</u>	<u>1,121,371</u>	<u>1,155,012</u>	<u>1,189,663</u>	<u>1,225,353</u>	<u>1,262,113</u>	<u>1,299,977</u>	<u>1,338,976</u>	<u>1,379,145</u>
Maintenance Assessments	871,400	908,402	964,334	1,021,224	1,079,101	1,137,994	1,233,934	1,270,952	1,309,080	1,348,353
Developer Subsidy-RWBF	50,000	50,000	50,000	50,000	50,000	50,000	0	0	0	0
Developer Subsidy-The Islands	112,000	106,000	82,000	58,000	34,000	10,000	0	0	0	0
Other Income	23,600	24,308	25,037	25,788	26,562	27,359	28,180	29,025	29,896	30,793
	<u>1,057,000</u>	<u>1,088,710</u>	<u>1,121,371</u>	<u>1,155,012</u>	<u>1,189,663</u>	<u>1,225,353</u>	<u>1,262,113</u>	<u>1,299,977</u>	<u>1,338,976</u>	<u>1,379,145</u>
Annual Assessment - Per Lot	1,167	1,123	1,158	1,192	1,178	1,211	1,291	1,329	1,369	1,410

**SUPPLEMENT AND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVER WILDERNESS PHASE III-SUBPHASES E, F, G-1, H-1, H-2, AND M  
(A/K/A THE ISLANDS OR THE ISLANDS ON THE MANATEE RIVER)**

This Supplement is made this 13<sup>th</sup> day of March, 2019 by RIVE ISLE ASSOCIATES, LLC, a Florida limited liability company, hereinafter referred to as "Developer".

Developer recorded the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, and M (a/k/a Rive Isle) on May 21, 2007 in Official Records Book 2205, Pages 3919-3991, of the Public Records of Manatee County, Florida (Declaration).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a The Islands or The Islands of River Wilderness) on August 27, 2015 in Official Records Book 2598, Pages 2186-2221, of the Public Records of Manatee County, Florida (First Amendment).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on March 10, 2017 in Official Records Book 2663, Pages 7745-7781, of the Public Records of Manatee County, Florida (Second Amendment).

As stated therein, the purpose of the Declaration was to impose certain protective covenants, easements, conditions, limitations, and reservations covering the development, improvement, and usage of the property therein described for the benefit and protection of owners thereof.

Developer reserved the right under the provisions of Article III of the Declaration to submit additional lands located in River Wilderness to the terms, conditions, covenants, restrictions and provisions of the Declaration, with the consent of the owners of the property to be submitted, and lienors thereof.

The Developer owns the Property being submitted by this Supplement, and there are no mortgages on the Property.

Incident to the foregoing, the Developer, with the approval and consent of not less than two-thirds of the voting interests of the members of the Association, desires to update and otherwise amend certain provisions of the Declaration as hereinafter described.

Now therefore, Developer does hereby exercise its reserved right to supplement and amend the Declaration for the purpose of submitting the lands described and depicted on the plat of River Wilderness Phase III-Subphase G-1, consisting of twenty-nine (29) single-family sites and other lands, per plat thereof as recorded in Plat Book 65, Pages 57 through 63, inclusive, Public Records of Manatee County, Florida to the conditions, restrictions, reservations, easements, and terms and provisions of the Declaration.

.....  
The title of the Declaration shall be changed to read: "Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, H-1, H-2 and M (a/k/a The Islands or The Islands on the Manatee River)".

ACCEPTED IN OPEN SESSION 3/12/2019  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

The Declaration shall otherwise be supplemented and amended as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

#### I. DEFINITIONS

- .....
4. "Common Areas" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or the Foundation, or specifically set aside by Developer for the common use, benefit, and enjoyment of members of the Association, or others, as may be stated in this Declaration, the instrument of conveyance or dedication.
5. "Declarant or Developer" shall mean and refer to Rive Isle Associates, LLC., a Florida limited liability company, its successors or assigns.
- .....
9. "Neighborhood" shall mean and refer to those certain lands constituting River Wilderness Phase III, Subphases E, F, G-1, H1, H2 and M consisting of ~~one hundred thirteen (113)~~ one hundred forty-two (142) single-family sites and certain Limited Neighborhood Common Areas, Neighborhood Common Areas, and Common Areas.
- .....
11. "Lot" or "Site" shall mean and refer to any area designated for single-family residential use, including improvements thereon. There are ~~one hundred thirteen (113)~~ one hundred forty-two (142) single-family Sites in the Neighborhood.
- .....

#### II. PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is described in Exhibit A and generally known as River Wilderness Phase III, Subphases E, F, G-1, H-1, H-2 and M consisting of ~~one hundred thirteen (113)~~ one hundred forty-two single-family sites and other facilities, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

.....

#### VI. THE COMMON AREA AND NEIGHBORHOOD COMMON AREA

1. Subject to the easement rights provided in Section 3 below, which shall constitute Common Areas, all the tracts described in the plat or plats of the Neighborhood as common areas shall be Neighborhood Common Area, including but not limited to Tract 100 (the private roads, entrance and gate); Tracts 501, 502, 503, 504, 505, 506, 507, 508, (the Stormwater Management System); Tracts 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612 (park, boat ramp, parking or open areas); and Tracts 700, 701, 702, 703, 704, 705 (preserve area).

2. Tracts 501, 502, 503, 504, 505, 506, 507, and 508 are designed to function as part of the Stormwater Management System. To that extent, the Association shall maintain, repair and replace those tracts as Neighborhood Common Area as a common expense to be borne by all Lot Owners in the Subdivision. Tracts 502, 503, 504, 505, 506, 507, and 508 were also designed and function to provide recreational opportunities to the Owners who have been assigned boat dock rights by the Developer. The recreational use of those tracts shall be limited to the Owners who have been assigned boat dock rights, and to that extent those tracts shall be Limited Neighborhood Common Area, and any expenses associated with the recreational use of those tracts shall be borne equally by the Owners who have been assigned boat dock rights by the Developer, no matter whether the Owners elect to construct or use a boat dock or vessel. Attached to this Declaration as Exhibit "D" are Rules and Regulations adopted by the Association pertaining to the use of the boat docks and the operation of boats, which shall be binding on all users thereof. Each

private boat dock may only be used by the Owner assigned the boat dock by the Developer, and by residents of the dwelling unit located on the Lot owned by such Owner.

3. A boat ramp is located on Tract 606. Residents of River Wilderness are hereby granted a non-exclusive easement for (1) pedestrian and vehicular access over Tract 100, which are the private roads and include the entrance and gate off Fort Hamer Road (2) the use of the boat ramp; (3) and the use of the parking facilities at the boat ramp, as available from time to time. The foregoing grant of easement does not include access to or the use of a private facility to be known as the River Lodge a/k/a River House, which shall be Neighborhood Common Area reserved for the exclusive use of Lot Owners. The non-exclusive easements provided in this paragraph shall be Common Area limited to the use of residents of River Wilderness, and shall be subject to all restrictions and limitations set forth in this Declaration, as amended from time to time, and the rules and regulations that may be adopted from time to time by the Association. Any resident who fails to comply with applicable restrictions, limitations, rules or regulations may be denied access, shall be subject to the levy of a fine by the Association, and shall be subject to other legal or equitable remedies provided in this Declaration, or by law, at the discretion of the Association.

#### **VII. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMON AREA AND NEIGHBORHOOD COMMON AREA**

1. The Developer may retain title to Common Area, including the Limited Neighborhood Common Area and the Neighborhood Common Area, for so long as it owns any land within River Wilderness Phase III. From time to time hereafter, Developer may transfer title or interests to portions of the Common Area to the Association or the Foundation, by deed, dedication on a plat, easement or other instruments selected by Developer, which transfer shall be free of any debt but subject to easements, reservations, restrictions and limitations or record, and taxes for the year in which conveyance is made. The Association shall be obligated to accept title or transferred interest to each such parcel of property as and when delivered by Developer.

2. Except for those portions of the Limited Neighborhood Common Area for which the responsibility of maintenance has been or hereafter is imposed on some of the Lot Owners in the Neighborhood by virtue of this Declaration, or on the Foundation under paragraph 3 hereof, the Association shall maintain, repair and replace the Neighborhood Common Areas as a common expense to be borne by all members of the Association.

3. The portions of the Neighborhood Common Areas on which Common Area easements are established, which include Tract 100, the private roads and Fort Hamer entrance and 24-hour manned gate, and those portions of Tract 606 containing the community ramp, community park and community parking, shall be maintained by the Foundation, including but not limited to costs associated with manning the 24-hour gate, as a common expense of the Foundation, provided however that the Association may, at its expense, supplement the maintenance and improvements selected by the Board of Directors of the Foundation. By way of example and not limitation, the Association may choose to plant flowers or landscaping and more regularly prune vegetation, but nothing herein shall be construed or interpreted to authorize the Foundation to fail to perform good faith maintenance and upkeep of the Common Areas.

4. The Association shall have the authority to regulate the use of the Limited Neighborhood Common Areas and the Neighborhood Common Areas, including the following:

a. The right of the Association, through its Board of Directors, to establish, modify, amend, rescind, and enforce reasonable rules and regulations, including the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D". Under those Rules, Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D" are required by Manatee County, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to, the following provisions:

1. Boats docked within River Wilderness shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet.

2. The use of the boat slips shall be limited to boats owned by residents of the Subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.

3. Fueling or repair facilities, viewing facilities, pump-out facilities, "liveboards", waste disposal, or fish cleaning stations shall be prohibited.

4. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.

5. Permanent manatee information signs, channel markers, speed zone signs along the river in front of the Subdivision, and a marina manatee educational program, shall be installed and implemented by the Developer, and must be continuously maintained by the Association at Association expense for so long as required by governmental agency.

6. Recycling bins shall be maintained at the community boat ramp, canoe/kayak launch and T-dock for the separation and recycling of monofilament line.

7. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.

8. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.

9. The total number of boat slips in the Subdivision, including lands that may be added hereto under Article III, shall be no greater than 156.

10. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.

11. Notwithstanding anything herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Neighborhood and others that may be added under Article III or otherwise part of the subdivision.

b. The right of the Association to charge reasonable admission and other fees for the temporary exclusive use of any recreational facility situated upon the Limited Neighborhood Common Area or Neighborhood Common Area.

c. The right of the Association to grant easements over the Limited Neighborhood Common Area and the Neighborhood Common Area, and the right of the Association to release or convey its rights to any part of the Limited Neighborhood Common Area or the Neighborhood Common Area to the Developer or any Lot Owner to facilitate development of dwellings units so long as the release or conveyance does not substantially, materially and adversely affect the function and use of the remaining Limited Neighborhood Common Area or Neighborhood Common Areas. Riparian easements are hereby created to run with the title of any Lot which has the right under the development plans approved by the governmental authorities to construct and use a boat dock or observation pier consistent with such use. Without limitation, Lot Owners who are permitted to construct and use a boat dock shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a



walkway to a dock, and a boat dock; construct, use and maintain utility lines to supply service to the boat dock; moor vessels at the dock; use the dock for observation and fishing; and otherwise enjoy the dock, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D, and applicable government regulation. Lot Owners who are permitted to construct and use an observation pier shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to an observation pier, and an observation pier, and associated utility services, and use the pier for observation and fishing, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D to the extent any of those rules apply to observation piers, and applicable government regulation.

d. Upon the filing of a plat of any portion of lands within the Property, a nonexclusive and perpetual right of ingress and egress over and across all private roads (and across all sidewalks, walkways and paths within or adjacent thereto) shall be deemed to have been granted to all Lot Owners and their respective guests, invitees, and tenants; representatives of utilities and delivery, pickup and sanitation services; United States mail carriers; representatives of fire departments, police and sheriff's departments, and other necessary county, special district, state and federal agencies, including the Southwest Florida Water Management Department; and holders of liens on any property subject to this Declaration. Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the Public Records of Manatee County, Florida.

e. Developer hereby authorizes the use of all private roads and delegates the nonexclusive right to exercise control of traffic thereon to, duly constituted law enforcement officers, and, subject thereto, Developer shall have the right, but not the obligation, to control and regulate all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit traffic which, in the opinion of Developer, would or might result in damage to said roads, and the right to control and prohibit parking on all or any part of said roads. Developer reserves the right to the use of the roads for the transportation of equipment, machines, vehicles, supplies, materials and persons engaged in or needed for the construction or development of any portion of the Subdivision, or other lands in River Wilderness. Developer further reserves the right to deny access to said roads to any person other than those persons referred to in paragraph (d) above, and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any property subject to this Declaration if the location of the same will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon said private roads.

f. In the event and to the extent that any portion of said roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of subparagraph (e) above shall be of no further force or effect as to the property so acquired.

g. The Association shall have the right and duty to control the water level and maintenance of all ponds and drainage control devices, and other areas and apparatus comprising the Stormwater Management System, including dry retention areas, and may use the water in all ponds for irrigation purposes on the Common Area, the Limited Neighborhood Common Area, and Neighborhood Common Area. The Association, Developer, or other persons may make additional use of the water for other irrigation purposes as Developer or the Association may designate. The Association shall be the operator of the Stormwater Management System including easement areas, drainage facilities, ditches, wet and dry retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements. No portion of the Stormwater Management System may be materially altered without the prior written approval of the Manatee County and the Southwest Florida Water Management District. The Association, the Owners, and other occupants and users of the Common Area, including all Limited Neighborhood Common Area and Neighborhood Common Area, shall comply with all lawful regulation applicable to the Stormwater Management System, including but not limited to those imposed by the Southwest Florida Water Management District, Manatee County, and other applicable authority, including but not limited to the following:

1. All activities involving filling, excavating, removing of vegetation (both trees and understory), and storing of materials, shall be prohibited within Common Areas, Limited Neighborhood Common Area, Neighborhood Common Areas, or on any Lot, unless written approval is obtained from

Manatee County and the Southwest Florida Water Management District. Approval from the Southwest Florida Water Management District may require a formal permit modification and equivalent flood compensation.

2. Each Owner of property within the Subdivision at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Stormwater Management System approved and filed with the Southwest Florida Water Management District. Except for approved docks or observation piers, no Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, preservation areas, drainage easements or any other part of the Stormwater Management System, unless prior approval is received from the Association, and applicable authorities, including without limitation, Manatee County, and the Southwest Florida Water Management District, as applicable.

3. No structures, buildable area, paving, creation of impervious areas, placement of lawn furniture, patios, pools, pool cages, or fences, shall be permitted within the dry retention areas. The only exception to the foregoing prohibition shall be access to docks, which shall be placed in accordance with the Southwest Florida Water Management District permit. Dry retention areas are subject to a stormwater maintenance easement in favor of the Association and the Southwest Florida Water Management District.

4. The removal of littoral shelf vegetation (including cattails) from wet detention areas is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

h. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners and occupants under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the maintenance of any portion of the Common Area or Neighborhood Common Areas that they may have the right to use. For example, and not by way of limitation, if the owner of an adjacent property is given the non-exclusive right to use the boat ramp, the use must be non-exclusive, the user of the boat ramp must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and the user must be obligated to pay a fair share of the maintenance of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof. In the event the Developer elects to develop part or all of Subphases G & H of River Wilderness under a different declaration of covenants and/or with a separate or additional homeowner association, the owners of Lots therein shall be entitled to use the easements, Stormwater Management System, Common Areas, Neighborhood Common Area, River Lodge, and Limited Neighborhood Common Areas as provided in the governing documents for those separate properties but must be obligated to comply with rules and regulations imposed and enforced by the entity having control thereof and pay an equal share of the costs and expenses of maintaining, repairing and replacing any areas they are permitted to use, whether by membership in the Foundation, the Association, a separate association, by a separate agreement such as an Easement and Maintenance Agreement, or otherwise.

i. No person shall, without the written approval of Developer, do any of the following on any part of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas; camp; for any purpose other than as a means of transportation on the private roads; fish or swim in lakes, canals or streams; permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than common facilities constructed or approved by Developer; discharge any liquid or material, other than natural drainage, into any pond, lake, or watercourse; alter or obstruct any lake, pond, or watercourses; or interfere with any water control structures or apparatus.

j. If owned in fee title by the Association, the Association shall have the right to borrow money for the purpose of improving the Neighborhood Common Area or the Limited Neighborhood Common

Area, and in order to secure any such loan shall have the further right to encumber that portion of the Neighborhood Common Area or Limited Neighborhood Common Area being improved.

5. Common Dock: Developer reserves the exclusive right, consistent with governmental authority and permitting, to construct a common dock facility, and related improvements in a portion of Limited Neighborhood Common Area to be added to this Subdivision. If Developer chooses to do so, until such time as Developer shall have conveyed title to all of the property within the Subdivision, Developer reserves the exclusive right to sell and assign common dock slips to owners of lots within the Subdivision for an additional consideration or included as part of a lot sale transaction, provided however, that such assignments shall only be made to (1) owners of lots not otherwise permitted under this Declaration or applicable law or governmental regulation to construct and use a private boat dock adjacent to their lot (lots in this category include, but are not limited to, the lots identified in subsection (4)(a)(11) of this Article VII); or (2) owners of lots permitted to construct and use a boat dock adjacent to their lot who have signed and recorded a written statement waiving the right to construct a boat dock based on a lack of adequate water depth. In the event an owner of a lot in category #2 above subsequently determines that there is sufficient water adjacent to the lot and desires to construct and use a boat dock the owner must first execute and record an instrument satisfactory to the Association to waive and release the owner's interest in any assigned common dock slip and reverse the prior written recorded statement thereby returning the lot to the category of lots in the Subdivision that have the right to construct and use a boat dock adjacent to the lot and no right to assignment of a common dock slip. All assignments of common dock slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Manatee County. Upon such assignment, the common dock slip so assigned shall be deemed appurtenant to the lot owned by such lot owner and the lot owner shall have the exclusive right to the use thereof without any additional charge therefore except for the owner's equal share of the expenses of operating and maintaining the assigned slips, which shall be assessed to the Lot Owner as a special assessment pursuant to the Declaration and entitle the Association to all collection and lien rights under this Declaration, or if not an owner under this Declaration, assessed to the owner under the applicable governing documents. After assignment, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the lot to which it was assigned, except that such right may be separately assigned to the governing homeowner association, and thereafter assigned by the association, in its discretion, to another lot owner. Until reassigned by the association, such common dock slip shall be deemed to be the same as any other common dock slip that is not specifically assigned to a lot. The rights of Developer hereunder may be assigned to an association by Developer, in its sole discretion, and if assigned, shall be reflected in written recorded instrument.

6. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed pro rata against the lots owned by the members of the Association and shall be payable by the owners of the lots within 60 days after receipt of a statement therefore. If any owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such owner's lot, which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

7. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System. If the Association ceases to exist, all of the members of the Association shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with the requirements of the permit and applicable rules and regulations, unless and until an alternate entity assumes responsibility in accordance with the regulations and requirements of the Southwest Florida Water Management District.

#### **VIII. ADDITIONAL RIGHTS RESERVED**



1. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Subdivision. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

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d. Control of Association. Developer reserves the right to maintain control of the Association, by appointment of all of the directors, pursuant to Section 720.307, Florida Statutes until the first to occur of the following events:

1. Three months after ninety (90%) percent of the Sites that will be operated ultimately by the Association have been conveyed to purchasers (at the time of the recording of this Declaration, the number of Sites to be operated by the Association was sixty-seven (67), subject to addition or deletion by the Developer as provided in Articles III and IV hereof), or

2. When all the Sites that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

3. When some of the Sites have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4. Seven years after recordation of this Supplement and Amendment to the Declaration.

The Developer is entitled to elect all the minority members of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Sites in the Subdivision. Notwithstanding the foregoing provisions, Developer reserves the right to transfer control of the Association to the members at an earlier time than mandated by statute and the members agree to accept control of the Association when offered by the Developer.

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#### IX. RESERVATION OF EASEMENTS

1. Easements for open space, landscaping and buffering, signage, drainage, fire protection devices and equipment, access, utilities, and irrigation, are reserved in favor of the Developer, the Association, and others, as indicated on any plat of River Wilderness, Phase III.

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#### XII. USE RESTRICTIONS

1. Each Lot in the Subdivision shall be subject to the following use restrictions:

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c. There shall be only one dwelling unit per Lot. Dwelling units in River Wilderness Phase III, Subphases E, F, H-1, H-2 and M shall contain not less than 2,800 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages and the like. Dwelling units on Lots 15-28 in River Wilderness Phase III, Subphase G-1 shall contain not less than 3,800 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages and the like. Dwelling units on Lots 65-79 in River Wilderness Phase III, Subphase G-1 shall contain not less than 3,200 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages and the like.

v. Reasonable rules and regulations concerning the use of the Neighborhood Common Area and Limited Neighborhood Common Area may be made and amended from time to time by the Board of Directors of the Association, and all Owners, occupants, and users thereof shall abide by said regulations.

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**XIV. RIGHTS OF MORTGAGEES**

1. Mortgage Foreclosure. The owner and holder of a first mortgage of record which acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, shall be liable for assessments levied against such Lot in the same manner as any other Owner unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Florida Statutes, as amended from time to time. Any unpaid share of common expenses resulting from the application of limited liability of a mortgagee becomes a common expense collectible from all Lot Owners, including the acquirer and its successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may during the period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

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**XVI. GENERAL PROVISIONS**

1. Property Units. The Developer has assigned and does hereby assign one property unit (as that term is defined in the Master Declaration) to each Lot for a total of ~~one hundred thirteen (113)~~ one hundred forty-two (142) property units assigned to the Neighborhood.

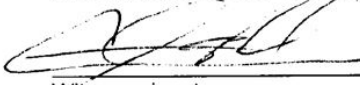
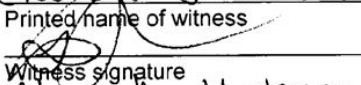
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In addition to the foregoing, Exhibits A, E, F, G, H, I, J and K are modified as attached.

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Except as amended and supplemented herein, the provisions of the Declaration, as previously amended, shall remain unchanged.

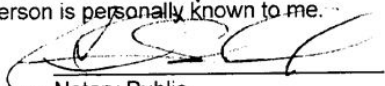
In witnesseth whereof, the undersigned representative of the Developer has caused this Supplement and Amendment to be executed this 4 day of February, 2019.

  
\_\_\_\_\_  
Witness signature  
Claudio Santander  
Printed name of witness  
  
\_\_\_\_\_  
Witness signature  
Alejandro Herrera  
Printed name of witness

**Rive Isle Associates, LLC,**  
a Florida limited liability company  
  
\_\_\_\_\_  
By: Roy A. Premer, Authorized Officer

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of Feb, 2019 by Roy A. Premer, as Authorized Officer of Rive Isle Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced Florida DL as identification. If no type of identification is indicated, the above-named person is personally known to me.

  
\_\_\_\_\_  
Notary Public

 **CLAUDIO SANTANDER**  
Commission # GG 283254  
Expires December 11, 2022  
Funded Thru Budget Notary Services

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**DESCRIPTION**

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHEASTERLY CORNER OF TRACT 600, RIVER WILDERNESS, PHASE III, SUBPHASE H-1, RECORDED IN PLAT BOOK 58 AT PAGE 186, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THE FOLLOWING FOUR CALLS ARE ALONG THE WESTERLY LINE OF RIVER WILDERNESS, PHASE III, SUBPHASE E, F, & M, RECORDED IN PLAT BOOK 51 AT PAGE 63, SAID PUBLIC RECORDS); THENCE [1] S.16°14'26"E. A DISTANCE OF 105.74 FEET TO THE POINT OF CURVATURE, (P.C.) OF A CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 42°25'08"; THENCE [2] SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 203.60 FEET; THENCE [3] S.63°49'18"E. A DISTANCE OF 50.00 FEET; THENCE [4] S.12°11'26"E. A DISTANCE OF 323.31 FEET TO THE MEAN HIGH WATER LINE OF THE MANATEE RIVER RECORDED IN THE PUBLIC REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING AS MEAN HIGH WATER SURVEY FILE 3002, (THE FOLLOWING 20 CALLS ARE ALONG SAID MEAN HIGH WATER LINE); THENCE [1] S.18°10'27"W. A DISTANCE OF 69.55 FEET; THENCE [2] S.57°09'56"W. A DISTANCE OF 61.98 FEET; THENCE [3] S.67°48'51"W. A DISTANCE OF 34.11 FEET; THENCE [4] S.29°09'15"W. A DISTANCE OF 39.87 FEET; THENCE [5] S.20°27'44"E. A DISTANCE OF 76.78 FEET; THENCE [6] S.53°14'37"E. A DISTANCE OF 68.07 FEET; THENCE [7] S.45°07'22"E. A DISTANCE OF 79.05 FEET; THENCE [8] S.63°32'35"E. A DISTANCE OF 33.98 FEET; THENCE [9] S.10°45'08"E. A DISTANCE OF 92.95 FEET; THENCE [10] S.04°08'53"W. A DISTANCE OF 53.90 FEET; THENCE [11] S.04°49'47"W. A DISTANCE OF 103.06 FEET; THENCE [12] S.05°13'50"W. A DISTANCE OF 81.83 FEET; THENCE [13] S.27°15'25"W. A DISTANCE OF 70.62 FEET; THENCE [14] S.75°55'42"W. A DISTANCE OF 81.86 FEET; THENCE [15] N.70°11'32"W. A DISTANCE OF 241.09 FEET; THENCE [16] N.88°01'57"W. A DISTANCE OF 161.59 FEET; THENCE [17] S.88°24'20"W. A DISTANCE OF 173.83 FEET; THENCE [18] S.81°01'01"W. A DISTANCE OF 196.52 FEET; THENCE [19] S.80°33'52"W. A DISTANCE OF 134.60 FEET; THENCE [20] S.60°51'57"W. A DISTANCE OF 228.20 FEET; THENCE N.29°05'43"W. A DISTANCE OF 208.76 FEET; THENCE S.60°54'17"W. A DISTANCE OF 19.03 FEET; THENCE N.29°05'43"W. A DISTANCE OF 235.00 FEET TO THE SOUTHERLY LINE OF FLOODPLAIN COMPENSATION LAKE 2, DESCRIBED IN THE CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2058 AT PAGE 71, SAID PUBLIC RECORDS, (THE FOLLOWING 11 CALLS ARE ALONG SAID SOUTHERLY LINE); THENCE [1] S.60°54'17"W. A DISTANCE OF 130.97 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 790.00 FEET AND A CENTRAL ANGLE OF 20°41'44"; THENCE [2] WESTERLY ALONG THE ARC A DISTANCE OF 285.35 FEET; THENCE [3] S.81°36'01"W. A DISTANCE OF 84.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 30°22'11"; THENCE [4] WESTERLY ALONG THE ARC A DISTANCE OF 190.82 FEET; THENCE [5] N.68°01'48"W. A DISTANCE OF 204.12 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 390.00 FEET AND A CENTRAL ANGLE OF 15°22'16"; THENCE [6] NORTHWESTERLY ALONG THE ARC A DISTANCE OF 104.63 FEET TO THE POINT OF COMPOUND CURVATURE, (P.C.C.) OF A CURVE TO THE RIGHT WITH A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 04°06'58"; THENCE [7] NORTHWESTERLY ALONG THE ARC A DISTANCE OF 93.39 FEET; THENCE [8] N.48°32'34"W. A DISTANCE OF 39.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 07°13'09"; THENCE [9] NORTHWESTERLY ALONG THE ARC A DISTANCE OF 6.30 FEET; THENCE [10] N.41°19'26"W. A DISTANCE OF 76.21 FEET; THENCE [11] N.03°20'58"E. A DISTANCE OF 15.57 FEET TO THE SOUTHERLY LINE OF RIVER WILDERNESS, PHASE III, SUBPHASE H-2, RECORDED IN PLAT BOOK 61 AT PAGE 106,

SAID PUBLIC RECORDS, (THE FOLLOWING 26 CALLS ARE ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF RIVER WILDERNESS, PHASE III, SUBPHASE H-1, RECORDED IN PLAT BOOK 58 AT PAGE 186, SAID PUBLIC RECORDS); THENCE [1] N.48°25'12"E. A DISTANCE OF 26.03 FEET; THENCE [2] S.86°34'48"E. A DISTANCE OF 15.59 FEET; THENCE [3] S.61°59'26"E. A DISTANCE OF 67.74 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 12.20 FEET AND A CENTRAL ANGLE OF 22°02'20"; THENCE [4] SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 4.69 FEET; THENCE [5] S.39°57'06"E. A DISTANCE OF 45.62 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 63.40 FEET AND A CENTRAL ANGLE OF 85°10'00" THENCE [6] EASTERLY ALONG THE ARC A DISTANCE OF 94.24 FEET TO THE POINT OF REVERSE CURVATURE, (P.R.C.) OF A CURVE TO THE RIGHT WITH A RADIUS OF 710.00 FEET AND A CENTRAL ANGLE OF 35°23'49"; THENCE [7] EASTERLY ALONG THE ARC A DISTANCE OF 438.63 FEET TO THE P.R.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 3210.00 FEET AND A CENTRAL ANGLE OF 12°06'13"; THENCE [8] EASTERLY ALONG THE ARC A DISTANCE OF 678.10 FEET; THENCE [9] N.78°10'30"E. A DISTANCE OF 262.90 FEET TO THE P.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 1010.00 FEET AND A CENTRAL ANGLE OF 15°09'18"; THENCE [10] EASTERLY ALONG THE ARC A DISTANCE OF 267.15 FEET TO THE P.C.C. OF A CURVE TO THE LEFT WITH A RADIUS OF 76.71 FEET AND A CENTRAL ANGLE OF 91°53'08"; THENCE [11] NORTHEASTERLY ALONG THE ARC A DISTANCE OF 123.02 FEET; THENCE [12] N.28°51'56"W. A DISTANCE OF 47.95 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 16.00 FEET, AND A CENTRAL ANGLE OF 85°59'31"; THENCE [13] NORTHEASTERLY ALONG THE ARC A DISTANCE OF 24.01 FEET TO THE P.R.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 871.00 FEET, AND A CENTRAL ANGLE OF 20°09'55"; THENCE [14] NORTHEASTERLY ALONG THE ARC A DISTANCE OF 306.55 FEET; TO THE P.C.C OF A CURVE TO THE LEFT HAVING A RADIUS OF 41.00 FEET, AND A CENTRAL ANGLE OF 94°54'26"; THENCE [15] NORTHWESTERLY ALONG THE ARC A DISTANCE OF 67.91 FEET; THENCE [16] N.57°56'47"W. A DISTANCE OF 2.50 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WITH THE CENTER POINT BEARING N.55°51'44"W., A RADIAL DISTANCE OF 825.00 FEET; THENCE [17] NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 04°11'37" A DISTANCE OF 60.38 FEET; THENCE [18] S.57°56'47"E. A DISTANCE OF 4.76 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WITH THE CENTER POINT BEARING N.29°45'25"E., A RADIAL DISTANCE OF 40.00 FEET; THENCE [19] NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 91°16'38" A DISTANCE OF 63.72 FEET TO THE P.C.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 596.00 FEET, AND A CENTRAL ANGLE OF 18°43'27"; THENCE [20] NORTHEASTERLY ALONG THE ARC A DISTANCE OF 194.77 FEET; THENCE [21] N.09°45'20"E. A DISTANCE OF 20.51 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 31.50 FEET, AND A CENTRAL ANGLE OF 64°00'14"; THENCE [22] NORTHEASTERLY ALONG THE ARC A DISTANCE OF 35.19 FEET; THENCE [23] N.73°45'34"E. A DISTANCE OF 60.36 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9.00 FEET, AND A CENTRAL ANGLE OF 101°05'50"; THENCE [24] SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 15.88 FEET; THENCE [25] S.05°08'36"E. A DISTANCE OF 26.89 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.53 FEET, AND A CENTRAL ANGLE OF 101°34'47"; THENCE [26] SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 100.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,430,241 SQUARE FEET BEING 32.8338 ACRES, MORE OR LESS.

**EXHIBIT "E"**

**NOTICE TO BUYERS**

NOTICE TO BUYERS OF RIVER WILDERNESS,  
PHASE III- SUBPHASES E, F, G-1, H-1, H-2 and M

To the Purchasers of Lots in River Wilderness, Phase III- Subphases E, F, G-1, H-1, H-2 and M in  
Manatee County, Florida:

THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, having specifically considered the recommendation of the Planning Commission, the criteria set forth in Manatee County Ordinance No. 90-01 (the Manatee County Land Development Code); and finding PDR-98-17(P)(R4) consistent with Manatee County Ordinance No. 89-01 (the 2020 Manatee County Comprehensive Plan), Revised Preliminary Site Plan PDR-89-17(P)(R4) – RIVE ISLE ASSOCIATES, LLC f/k/a RIVER WILDERNESS ASSOCIATES, LTD. is hereby approved to allow 178 lots for single-family detached residences, an R.V. and boat storage area, a community park, relocation of an existing boat ramp, and a new dock at the boat ramp, 127 boat slips on an interior basin system with navigable access to the Manatee River, and 29 individual docks and 10 observation piers along the Manatee River, and GRANT special approval for a project: 1) adjacent to a perennial stream; 2) at least partially within the CH (Coastal High Hazard Area); 3) the CEA (Coastal Evacuation Area); and 4) the CSVA (Coastal Storm Vulnerability Area). Copies of the FSP No. PDR-98-17/FSP-05-73(R) can be found in the Records Management Department of the Planning Department.

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

1. The Declaration of Restrictions and Protective Covenants, Conditions & restrictions for River Wilderness, Phase III- Subphases E, F, H-1, H-2 and M (the "Declaration"), recorded in Official Records Book 02205, Pages 3919-3991, Public Records of Manatee County, Florida, the Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a The Islands or The Islands of River Wilderness) on August 27, 2015 in Official Records Book 2598, Pages 2186-2221, of the Public Records of Manatee County, Florida (the "First Amendment") and the Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on March 10, 2017 in Official Records Book 7745, Pages 1-37, of the Public Records of Manatee County, Florida (the "Second Amendment").
2. Ownership of a Lot in said Subdivision automatically makes you a member of River Wilderness, Phase III- Subphases E, F, H-1, H-2 and M, making you subject to their by-laws and regulations. Each lot entitles each 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 proposed assessment by the Association for the year running from **January 1, 2018** through **December 31, 2018** is **\$1,000** 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 Subdivisions. 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. 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.
6. 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.
7. Each Lot Owner is hereby notified that a Project Development and Environmental Study has been initiated and approved by the Florida Department of Transportation for location and design acceptance for the bridge connection of Upper Manatee River and Fort Hamer Road.
8. 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 thereafter.
9. For all lots abutting wet detention ponds: The owners shall not remove native vegetation (including cattails) that becomes 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.



10. 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.
11. Project site falls in Zone AE with the Base Flood Elevations of 7.5' to 9.2' NAVD 88, with a portion of the property encroaching into the FEMA regulatory floodway (Manatee River) per FIRM panel 12081C 0190E and 12081C 0195E as revised by Letter of Map Revision (LOMR), Case No. 14-04-7603P, effective March 26, 2015. Specifically, all lots encroach into the flood zone AE and no lots encroach into the regulatory floodway with Letter of Map Revision (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway becoming effective April 5, 2016.
12. Per the FEMA 44 CFR 60.3.c.2, an AE zone shall have the lowest habitable finished floor elevated to or above base flood elevation (BFE) and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at BFE plus a one (1) foot freedboard, flood protection elevation (FPE). The finished floor of the homes within the AE zone must be at least one (1) foot higher than the BFE.
13. 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.
14. A sealed survey showing a FIRM panel number, flood zone, flood zone lines delineated, base flood elevation with existing and proposed grades of the lot, must be submitted at the time of building permit application, unless there is a FEMA approved LOMR (letter of map revision) for the above lots, in which case the surveyor will need to note the case number on the survey.
15. **THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOOD PLAIN MANAGEMENT SECTION.**
16. 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.
  - 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. Replacement canopy trees placed on individual lots shall be planted in accordance with Section 714.8.4 and be consistent with the landscape plan submitted with the amended Preliminary Site Plan. See Attached Schedule 1.
8. If a tree is required on a lot, and if the property owner removes the tree, they must replace it. Also, the remainder may be planted elsewhere in River Wilderness, or as allowed by code, including payment to the Tree Trust fund.
9. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued for a house on a lot until a licensed landscape architect has certified to the Planning Department that all required replacement trees have been installed, that such trees are of at least Florida grade #1 stock, that the trees have been planted using proper installation techniques, and that the trees have not been planted in a manner to interfere with a drainage swale or planted within 15' of a building pad or pool cage or enclosure.
10. In accordance with the requirements of Section 714.8.4, should removal be required, such removal shall require a Tree Removal Permit in accordance with Section 714.2 and tree replacement. Only pruning of required tree shall be allowed in accordance with Section 714.2.2.8.
11. Replacement trees that are damaged by natural calamities on individual residential lots removed must be replaced with the same size and type of tree as originally planted. This includes any areas of common ownership or trees shown on the site plan.
12. With the approval of the Developer, a Lot Owner may mitigate the number of trees required to be planted on their lot by paying a fee equal to the amount established by the Manatee County Tree Fund into a tree fund maintained by the developer

to be used to plant additional trees within the Community or paid directly to the Manatee County Tree Fund. At a minimum, only one (1) tree per lot frontage will be required to address the number of street trees noted on the TABLE included in Exhibit "G".

17. Unless permitted by the Manatee County Land Development Code, and Southwest Florida Water Management District the following acts and activities are expressly prohibited within the boundaries of wetland and wetland buffer areas 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.
18. Single family boat docks are limited to one boat.
19. Boat Ramp usage is strictly prohibited to public use and is intended for Declarant, Homeowners and Guests.
20. The fact that Manatee River and Gamble Creek are known to be frequented by Manatees. Boat rentals, personal watercraft rentals, live aboards, and repair activities shall be prohibited from all docks and the boat ramp.
21. In a 100 year storm event the surface water / storm water lakes could rise up to 7 feet above normal water elevations or C.W.L.
22. Placement of fill on to lots is prohibited outside the parameters of The Southwest Florida Water Management Permit # 43021118.008 or without a permit modification from SWFWMD.

23. Except where a lot owner has received permission from the Manatee County Natural Resource Division and the Southwest Florida Water Management District, the following acts and activities are expressly prohibited within the boundaries of that area on the Final Plat recorded in the public records identified as "Dry Retention".
- Construction or placing of building, roads, signs or other structures on or above the ground, with the exception of a boardwalk permitted as part of the construction of a permitted dock.
  - Construction or placing of utilities on, below or above the ground, with the exception of those permitted as part of the construction of a permitted dock.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste or offensive materials.
  - Removal, mowing or trimming of trees, shrubs or other vegetation, with the exception of that necessary as part of the construction of a permitted boardwalk.
  - Application of herbicide, pesticides or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil rock or other material.
  - Any activity detrimental to drainage, flood control, water conservation, erosion control and soil conservation.
  - Acts or uses detrimental to such retention areas.
24. No residence or related structures (such as a pool) may be built within the area of the existing floodway line based on the Letter of Map Revision (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway which became effective April 5, 2016.
25. The proposed footprint of all docks is delineated on the Final Site Plan. Appropriate safety lighting shall be installed on any docks within Lots 1-5. Docks of Lots 1-5 shall be no longer than 15' or minus 3' water depth, whichever is greater. All docks that encroach into the regulatory floodway will be required to have a No-Rise certification and all corresponding technical data.
26. Two boat slips will be provided for the Manatee County Sheriff's Office and the State of Florida Fish & Wildlife Services (2 slips total).
27. Certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities,

are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.

28. Required setbacks shall be as follows:

Single-family detached lots:

Front 25'  
Side 7.5'  
Rear 15'\*

\* - Provided, however, no structures or buildable areas shall be permitted within the drainage easement area. Additionally, a stormwater maintenance easement within the drainage area shall be recorded in favor of the Homeowner's Association and SWFWMD over the dry retention areas, which will prohibit all structures, buildable area, paving, creation of impervious area, placement of lawn furniture, patios, pools, pool cages, or fences within the drainage retention areas. The only exception shall be for access to docks which shall be placed in accordance with the SWFWMD permit. Included in the maintenance easement shall be plans for common maintenance of the easement areas consistency with the SWFWMD permit and a prohibition against the application of chemicals within the easement areas.

29. The stormwater easement areas shall be delineated on individual lots with signage similar to the signs required for the identification of the wetland buffers.
30. There shall be no vacation of the easements to permit future construction or encroachments.
31. The minimum floor area of all homes shall be 2,800 sq. ft. in River Wilderness, Phase III- Subphases E, F, H-1, H-2 and M. The minimum floor area of all homes shall be 3,800 sq. ft. in River Wilderness, Phase III- Subphases G-1 for Lots located on the Manatee River and 3,200 sq. ft. for all other Lots.
32. The community park along the Manatee River shall contain off-street parking for 10 vehicles, shade trees, grills, benches, and picnic tables. The existing tot lot within River Wilderness shall be upgraded to include a commercial grade tot lot with 7 or more play activities with the first Final Plat.
33. All roads within the project shall be private. A POMD agreement is recorded in Official Record Book 2205 and Page 3911, Public Records of Manatee County, Florida. An Agreement for Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments (POMD) shall be recorded in the Official Public Records of Manatee County.

34. Unless otherwise approved by Planning Department, native or naturalized plant species indigenous or xeriscape plant species, shall be utilized for required landscaping within common areas. In addition, the developer shall disseminate information on the Florida Yards and Neighborhood Program to individual lot owners.
35. Any significant historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Division of Historical Resources, and treatment of such resources shall be determined in cooperation with the Division of Historic Resources and Manatee County. Treatment of the resources shall be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) shall be followed. This requirement shall be recorded in the Homeowner's Documents.
36. State and federal permits for the proposed individual lot docks and boat ramp facility shall be obtained prior to County Building Permit approval.
37. Boats docked within this development shall be restricted to a maximum draft of 2.5 feet.
38. The use of the boat slips shall be limited to boats owned by residents of this development only. Establishment of a "boat club" which owns boats and sells or leases them shall be prohibited.
39. The area between the buildable area and the waterfront of the interior lots shall be planted with the appropriate ground cover and plantings to protect water quality as approved by the Planning Department with the Final Site Plan. The intent of the stipulation is to prevent chemical application.
40. Mooring of boats shall be prohibited at the Observation Docks depicted on Lots 7-9 & 12-14 in accordance with the approved Manatee Protection Plan. Installation of handrails shall be required on observation docks.
41. All docks that encroach the regulatory floodway, as proposed, will be required to have No-Rise Certification (and all corresponding technical data) (LDC 802.B.3).
42. Until an approved LOMR is received by the Building Dept./Floodplain Section, any structure built will be considered to be in the 100-Year Floodplain, and will be required to meet all criteria as set forth in the LDC 802 Floodplain Management, the Manatee County Floodplain Ordinance 13-39, and the 44 CFR (Code of Federal Regulations) Section 60.3.

- 43. Visibility Triangles must be maintained per the Land Development Code of Manatee County, Florida.
- 44. Each Owner is responsible for the installation and completion of lot front sidewalks prior to issuance of Certificate of Occupancy.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

**EXHIBIT "F"**

**RIGHT OF ENTRY**



RIGHT OF ENTRY AND COMPLIANCE WITH  
MANATEE COUNTY LANDDEVELOPMENT CODE  
FOR RIVER WILDERNESS, PHASE III- SUBPHASES E, F, G-1, H-1, H-2 AND M

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 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 3, (Review Authority and Procedures), Section 336.4 (Common Areas) of the Land Development Code and are hereby incorporated as part of the Declaration of Restrictions and Protective Covenants for River Wilderness Phase III-Subphases E, F, G-1, H-1, H-2 and M.

- 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 on a pro-rated basis and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, 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 amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

**EXHIBIT "G"**

**TREE PLANTING SUMMARY**

TREE REPLACEMENT AND INSTALLATION RIVER WILDERNESS  
PHASE III, RIVE ISLE, SUBPHASES E, F, G-1, H-1 AND H-2.

**Note:**

All plant material to meet criteria listed below and shall be Florida #1 quality determined by the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants 2<sup>n</sup> Edition (Feb. 1998 PI# 97T-05). The predominant proposed common area landscaping material are either, native or naturalized plant species indigenous to Manatee County or Xeriscape Plant Species and are Florida friendly plant species indicated by the Florida Yards and Neighborhood Program.

**Note:**

Any future tree removal shall require a new tree removal permit in accordance with Section 7.14 of the Land Development Code. This requirement will be satisfied with each individual Final Site Plan/Construction Plan.

**Note:**

All street trees planted on lots shall meet the "visibility triangle" for driveways. LLDC, Section 713.2.2.

**Note:**

Manatee County Commission Stipulation A.1, shall and has been met for the Fort Hamer Road Landscape Buffer.

**Note:**

Street trees on lots are the responsibility of the builder/homeowner regarding installation and maintenance replacement trees are the responsibility of the homeowner. Such street & required lot replacement trees shall be installed prior to Certificate of Occupancy. Trees in Common Areas, Buffers, and Greenbelts are the responsibility of the Developer to install and maintain.

**Note:**

No trees or shrubs shall be planted within the middle two-thirds (2/3) of any drainage swale or within three (3) feet measured horizontally from the centerline of the drainage swale, whichever is greater.

**Note:**

No street tree or other tree will be planted within a Public Right of Way or Public or Private Utility Easement. No tree will be planted closer than 25' from a Right of Way.

**Note:**

Replacement canopy trees placed on individual lots must be planted in accordance with Section 714.8.4 and be consistent with the Landscape Plan submitted with the Amended Preliminary Site Plan three different species for canopy trees will be required. The property owner will be responsible to replace all required lot trees. If removed and replaced with an approved tree species and approved size and caliper any replacement trees damaged beyond repair by natural calamities on individual lots must be replaced with same size and type of tree originally planted by the lot owner. Additionally: All damaged replacement trees in common areas or replacement trees shown on the site plan must be replaced by the property owner.

Note:

1. Canopy trees shall be installed no closer than fifteen (15) 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 2<sup>nd</sup> Edition (February 1998 PI#97T-05).
4. The builder or homeowner will provide a Landscape Plant to the Developer or H.O.A. depicting approved canopy tree species, size, and spacing prior to installation of landscape material. The Landscape Architect shall review and approve said Landscape Plan. Upon implementation of required canopy trees the Landscape Architect will inspect and certify to the County in writing that the installation meets the requirements of the approved Landscape Plan.
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.

LOT/STREET CANOPY TREE LIST

- 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 the Tree Planting Summary Chart.
- Canopy trees shall be 12' Height x 5' Spread x 3" Caliper (minimum).
- Canopy tree spacing shall be a minimum of 25' on center.
- Selective Tree List:

CANOPY TREES

Live Oak  
Shumard Oak  
Laurel Oak  
Magnolia  
Sweetgum  
Red Maple  
Elm  
Sycamore  
Bald Cypress

River Wilderness – Phase III Rive Isle – Subphase G-1  
TREE PLANTING SUMMARY CHART

Canopy Tree Requirements for Homesites: The following is the required canopy trees to be included in landscaping for each homesite. See Lot/Street tree canopy list for suggested type and required minimum spacing.

<u>Homesite Number</u>	<u>Side &amp; Rear Yard</u>	<u>Front Yard</u>	<u>Total Yard</u>
15	6	2	8
16	6	2	8
17	6	2	8
18	5	4	9
19	5	2	7
20	5	2	7
21	6	2	8
22	6	2	8
23	6	2	8
24	6	2	8
25	6	2	8
26	6	2	8
27	6	2	8
28	6	2	8
65	5	2	7
66	5	2	7
67	6	2	8
68	6	2	8
69	6	2	8
70	6	2	8
71	6	2	8
72	6	2	8
73	6	2	8
74	6	2	8
75	6	2	8
76	6	2	8
77	6	2	8
78	7	2	9
79	4	2	6

**EXHIBIT "H"**

**LIST OF HOLDINGS**

LIST OF HOLDINGS  
FOR RIVER WILDERNESS PHASE III- SUBPHASE G-1

1. Tract 100: Private road right of way, private drainage, public utility easement.
2. Tract 501: Private drainage area, public flowage easement, storm water maintenance easement.
3. Tract 601: Private common area, private drainage easement.
4. Tract 704: Conservation easement, public flowage easement.
5. Tract 705: Conservation easement, public flowage easement.

Tract 100 shall be maintained by the River Wilderness of Bradenton Foundation, Inc.

All other Tracts are maintained by Rive Isle Association, Inc.

**EXHIBIT "I"**

**MAINTENANCE PROGRAM**



MAINTENANCE PROGRAM FOR RIVER WILDERNESS  
PHASE III- SUBPHASES E, F, G-1, H-1, H-2 AND M

It is anticipated that the budgetary information submitted indicates more than adequate funds for maintenance as well as operation of the facilities provided by Developer, and which are designated in said Proposed 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 week.
  - f. Plant replacement as required.
  - g. Edging of sidewalks as required, but generally three - four times per year.
  - h. Yearly monitoring and removal of nuisance, exotic plant species.
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 "J"**

**CONSENT AND JOINDER OF ASSOCIATION**

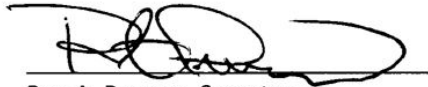
**&**

**CONSENT AND JOINDER OF FOUNDATION**

CONSENT AND JOINDER OF ASSOCIATION

The undersigned authorized representative of Rive Isle Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, G-1, H-1, H-2 and M for the purpose of accepting the responsibility to operate and maintain said Subdivision and otherwise perform the duties as provided therein, consistent with the requirements of Chapters 617 and 720, Florida Statutes.

Rive Isle Association, Inc.



Roy A. Premer, Secretary

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3 day of Jan, 2019 by Roy A. Premer as Secretary of Rive Isle Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or has produced Florida DL as identification. If no type of identification is indicated the above-named person is personally known to me.



CLAUDIO SANTANDER  
Commission # GG 283254  
Expires December 11, 2022  
Breded thru Budget Notary Services

Notary Public



Printed Name

Claudio Santander

My Commission Expires

Dec 11, 2022

CONSENT AND JOINDER OF FOUNDATION

The undersigned authorized representative of River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, G-1, H-1, H-2 and M (Declaration) for the purpose of approving and accepting same, and agrees to accept the transfer and assignment of the rights, duties, obligations, responsibilities, liabilities, debts, assets, and property rights of Rive Isle Association, Inc., in accordance with Article V(3) of the Declaration, if and when the Developer exercised the reserved right to make such transfer.

River Wilderness of Bradenton Foundation, Inc.

  
Syble DiGirolamo, President

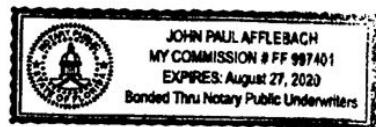
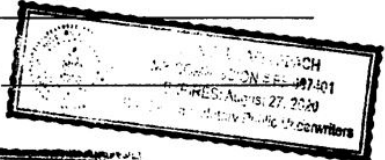
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4 day of JAN, 2019 by Syble DiGirolamo as President of River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated the above-named person is personally known to me.

Notary Public 

Printed Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**EXHIBIT "K"**

**2018 BUDGET & 10-YEAR FORECAST**

RIVE ISLE ASSOCIATION, INC.  
 10 YEAR BUDGET FORECAST

ITEM	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Number of lots Sold	68	86	106	126	146	166	178	178	178	178
Lots Sold-The Island	18	20	20	20	20	12	0	0	0	0
Total Lots Sold	86	106	126	146	166	178	178	178	178	178
Number of Plated Lots	142	159	178	178	178	178	178	178	178	178
BUDGET LINE ITEMS										
Audit & Tax Preparation	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280	2,349
Insurance	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697
Legal & Professional	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280	2,349
Permits & Fee	150	155	159	164	169	174	179	184	190	196
Professional Mgmt. Fee	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
Office Expense	500	618	637	656	675	696	716	738	760	783
Landscape Contract	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204	54,800
Grounds Maintenance/Supplie	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697
Grounds Other	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438
RI Resident Common Boat Dock Cost	7,200	7,416	7,638	7,868	8,104	8,347	8,597	8,855	9,121	9,394
RI Resident Common Boat Dock Fee	(7,200)	(7,416)	(7,638)	(7,868)	(8,104)	(8,347)	(8,597)	(8,855)	(9,121)	(9,394)
River Lodge	30,000	25,000	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008
Electric for Common Area	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743
Electrical Maintenance	2,400	2,472	2,546	2,623	2,701	2,782	2,866	2,952	3,040	3,131
Fountain Maintenance	1,200	1,236	1,273	1,311	1,351	1,392	1,433	1,476	1,520	1,566
Wetland Monitorin	2,400	2,472	2,546	2,623	2,701	2,782	2,866	2,952	3,040	3,131
Lake Maintenance	8,400	8,652	8,912	9,179	9,454	9,738	10,030	10,331	10,641	10,960
Exotic Plant Remove	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657
Maintenance Person	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204	54,800
Vehicle Expense	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
<b>TOTAL</b>	<b>177,950</b>	<b>227,389</b>	<b>234,210</b>	<b>241,236</b>	<b>248,474</b>	<b>255,928</b>	<b>263,606</b>	<b>271,514</b>	<b>279,659</b>	<b>288,049</b>
Maintenance Assessment	67,981	109,862	139,473	170,763	203,804	238,674	263,606	271,514	279,659	288,049
Developer Subsidy	109,969	117,527	94,737	70,474	44,669	17,254	0	0	0	0
	177,950	227,389	234,210	241,236	248,474	255,928	263,606	271,514	279,659	288,049
Annual Assessment - Per Lot	1,000	1,277	1,316	1,355	1,396	1,438	1,481	1,525	1,571	1,618

**SUPPLEMENT AND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF RIVER WILDERNESS PHASE III-SUBPHASES E, F, G-1, G-2, H-1, H-2, AND M  
(A/K/A THE ISLANDS OR THE ISLANDS ON THE MANATEE RIVER)**

This Supplement is made this 8<sup>th</sup> day of February, 2022 by RIVE ISLE ASSOCIATES, LLC, a Florida limited liability company, hereinafter referred to as "Developer".

Developer recorded the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, and M (a/k/a Rive Isle) on May 21, 2007 in Official Records Book 2205, Pages 3919-3991, of the Public Records of Manatee County, Florida (Declaration).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a The Islands or The Islands of River Wilderness) on August 27, 2015 in Official Records Book 2598, Pages 2186-2221, of the Public Records of Manatee County, Florida (First Amendment).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on March 10, 2017 in Official Records Book 2663, Pages 7745-7781, of the Public Records of Manatee County, Florida (Second Amendment).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on March 18, 2019 in Official Records Book 2772, Pages 4901-4937, of the Public Records of Manatee County, Florida (Third Amendment).

As stated therein, the purpose of the Declaration was to impose certain protective covenants, easements, conditions, limitations, and reservations covering the development, improvement, and usage of the property therein described for the benefit and protection of owners thereof.

Developer reserved the right under the provisions of Article III of the Declaration to submit additional lands located in River Wilderness to the terms, conditions, covenants, restrictions and provisions of the Declaration, with the consent of the owners of the property to be submitted, and lienors thereof.

The Developer owns the Property being submitted by this Supplement, and there are no mortgages on the Property.

Incident to the foregoing, the Developer, with the approval and consent of not less than two-thirds of the voting interests of the members of the Association, desires to update and otherwise amend certain provisions of the Declaration as hereinafter described.

Now therefore, Developer does hereby exercise its reserved right to supplement and amend the Declaration for the purpose of submitting the lands described and depicted on the plat of River Wilderness Phase III-Subphase G-2, consisting of seventeen (17) single-family sites and other lands, per plat thereof as recorded in Plat Book 72, Pages 175 through 178, inclusive, Public Records of Manatee County, Florida to the conditions, restrictions, reservations, easements, and terms and provisions of the Declaration.  
.....

The title of the Declaration shall be changed to read: "Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, G-2, H-1, H-2 and M (a/k/a The Islands or The Islands on the Manatee River)".

The Declaration shall otherwise be supplemented and amended as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

## I. DEFINITIONS

- .....
4. "Common Areas" shall mean such licenses, easements and property which may hereafter be conveyed to the Association, or the Foundation, or specifically set aside by Developer for the common use, benefit, and enjoyment of members of the Association, or others, as may be stated in this Declaration, the instrument of conveyance or dedication.
5. "Declarant or Developer" shall mean and refer to Rive Isle Associates, LLC., a Florida limited liability company, its successors or assigns.
- .....
9. "Neighborhood" shall mean and refer to those certain lands constituting River Wilderness Phase III, Subphases E, F, G-1, G-2, H1, H2 and M consisting of ~~one hundred forty-two (142)~~ one hundred fifty-nine (159) single-family sites and certain Limited Neighborhood Common Areas, Neighborhood Common Areas, and Common Areas.
- .....
11. "Lot" or "Site" shall mean and refer to any area designated for single-family residential use, including improvements thereon. There are ~~one hundred forty-two (142)~~ one hundred fifty-nine (159) single-family Sites in the Neighborhood.
- .....

## II. PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is described in Exhibit A and generally known as River Wilderness Phase III, Subphases E, F, G-1, G-2, H-1, H-2 and M consisting of ~~one hundred forty-two (142)~~ one hundred fifty-nine (159) single-family sites and other facilities, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

.....

## VI. THE COMMON AREA AND NEIGHBORHOOD COMMON AREA

1. Subject to the easement rights provided in Section 3 below, which shall constitute Common Areas, all the tracts described in the plat or plats of the Neighborhood as common areas shall be Neighborhood Common Area, including but not limited to Tract 100 (the private roads, entrance and gate); Tracts 501, 502, 503, 504, 505, 506, 507, 508, (the Stormwater Management System); Tracts 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612 (park, boat ramp, parking or open areas); and Tracts 700, 701, 702, 703, 704, 705 (preserve area).

2. Tracts 501, 502, 503, 504, 505, 506, 507, and 508 are designed to function as part of the Stormwater Management System. To that extent, the Association shall maintain, repair and replace those tracts as Neighborhood Common Area as a common expense to be borne by all Lot Owners in the Subdivision. Tracts ~~501, 502, 503, 504, 505, 506, 507,~~ and 508 were also designed and function to provide recreational opportunities to the Owners who have been assigned boat dock rights by the Developer. The recreational use of those tracts shall be limited to the Owners who have been assigned boat dock rights, and to that extent those tracts shall be Limited Neighborhood Common Area, and any expenses associated with the recreational use of those tracts shall be borne equally by the Owners who have been assigned boat dock rights by the Developer, no matter whether the Owners elect to construct or use a boat dock or vessel. Attached to this Declaration as Exhibit "D" are Rules and Regulations adopted by the Association pertaining to the use of the boat docks and the operation of boats, which shall be binding on all users thereof. Each private boat dock may only be used by the Owner assigned the boat dock by the Developer, and by residents of the dwelling unit located on the Lot owned by such Owner.



3. A boat ramp is located on Tract 606. Residents of River Wilderness are hereby granted a non-exclusive easement for (1) pedestrian and vehicular access over Tract 100, which are the private roads and include the entrance and gate off Fort Hamer Road (2) the use of the boat ramp; (3) and the use of the parking facilities at the boat ramp, as available from time to time. The foregoing grant of easement does not include access to or the use of a private facility to be known as the River Lodge a/k/a River House, which shall be Neighborhood Common Area reserved for the exclusive use of Lot Owners. The non-exclusive easements provided in this paragraph shall be Common Area limited to the use of residents of River Wilderness, and shall be subject to all restrictions and limitations set forth in this Declaration, as amended from time to time, and the rules and regulations that may be adopted from time to time by the Association. Any resident who fails to comply with applicable restrictions, limitations, rules or regulations may be denied access, shall be subject to the levy of a fine by the Association, and shall be subject to other legal or equitable remedies provided in this Declaration, or by law, at the discretion of the Association.

#### **VII. OWNERSHIP, USE, AND MAINTENANCE OF THE COMMON AREA AND NEIGHBORHOOD COMMON AREA**

1. The Developer may retain title to Common Area, including the Limited Neighborhood Common Area and the Neighborhood Common Area, for so long as it owns any land within River Wilderness Phase III. From time to time hereafter, Developer may transfer title or interests to portions of the Common Area to the Association or the Foundation, by deed, dedication on a plat, easement or other instruments selected by Developer, which transfer shall be free of any debt but subject to easements, reservations, restrictions and limitations of record, and taxes for the year in which conveyance is made. The Association shall be obligated to accept title or transferred interest to each such parcel of property as and when delivered by Developer.

2. Except for those portions of the Limited Neighborhood Common Area for which the responsibility of maintenance has been or hereafter is imposed on some of the Lot Owners in the Neighborhood by virtue of this Declaration, or on the Foundation under paragraph 3 hereof, the Association shall maintain, repair and replace the Neighborhood Common Areas as a common expense to be borne by all members of the Association.

3. The portions of the Neighborhood Common Areas on which Common Area easements are established, which include Tract 100, the private roads and Fort Hamer entrance and 24-hour manned gate, and those portions of Tract 606 containing the community ramp, community park and community parking, shall be maintained by the Foundation, including but not limited to costs associated with manning the 24-hour gate, as a common expense of the Foundation, provided however that the Association may, at its expense, supplement the maintenance and improvements selected by the Board of Directors of the Foundation. By way of example and not limitation, the Association may choose to plant flowers or landscaping and more regularly prune vegetation, but nothing herein shall be construed or interpreted to authorize the Foundation to fail to perform good faith maintenance and upkeep of the Common Areas.

4. The Association shall have the authority to regulate the use of the Limited Neighborhood Common Areas and the Neighborhood Common Areas, including the following:

a. The right of the Association, through its Board of Directors, to establish, modify, amend, rescind, and enforce reasonable rules and regulations, including the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D". Under those Rules, Lot Owners assigned the right to a boat dock must apply for and receive all necessary permitting from Manatee County and the Southwest Florida Water Management District. Portions of the Rules and Regulations regarding Boat Docks and Boating attached as Exhibit "D" are required by Manatee County, and/or the Southwest Florida Water Management District, and cannot be amended, deleted or modified without the consent of the applicable governmental organization, including but not limited to, the following provisions:

1. Boats docked within River Wilderness shall be limited to recreational vessels with propeller or keel drafts of no greater than 2.5 feet.

2. The use of the boat slips shall be limited to boats owned by residents of the Subdivision only. Establishment of a "boat club" which owns the boats and sells or leases time shall be prohibited.

3. Fueling or repair facilities, viewing facilities, pump-out facilities, "liveboards", waste disposal, or fish cleaning stations shall be prohibited.

4. All boat docks shall be equipped with boat lifts that shall be maintained in functional condition at all times to ensure that no in-water storage or mooring of boats for more than 72 hours.

5. Permanent manatee information signs, channel markers, speed zone signs along the river in front of the Subdivision, and a marina manatee educational program, shall be installed and implemented by the Developer, and must be continuously maintained by the Association at Association expense for so long as required by governmental agency.

6. Recycling bins shall be maintained at the community boat ramp, canoe/kayak launch and T-dock for the separation and recycling of monofilament line.

7. All dock pilings shall be constructed of concrete or completely coated with a material such as Poly 21 to prevent exposure of CCA pressure treated wood. All dock materials shall consist of inert material such as recycled plastic or be completely coated with a product such as Poly 21.

8. All boat slip users shall be required to be familiar with and adhere to the Florida Clean Marina Program, the Florida Department of Environmental Protection's "Clean Boating Habits, and the Rules and Regulations adopted by the Association pertaining to Boat Docks and Boating.

9. The total number of boat slips in the Subdivision, including lands that may be added hereto under Article III, shall be no greater than 156.

10. Appropriate safety lighting shall be installed on any docks within Lots 1 through 5 and the docks for those Lots shall be no longer than fifteen (15) feet or minus three (3) feet in water depth, whichever is greater.

11. Notwithstanding anything herein to the contrary, certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Neighborhood and others that may be added under Article III or otherwise part of the subdivision.

b. The right of the Association to charge reasonable admission and other fees for the temporary exclusive use of any recreational facility situated upon the Limited Neighborhood Common Area or Neighborhood Common Area.

c. The right of the Association to grant easements over the Limited Neighborhood Common Area and the Neighborhood Common Area, and the right of the Association to release or convey its rights to any part of the Limited Neighborhood Common Area or the Neighborhood Common Area to the Developer or any Lot Owner to facilitate development of dwellings units so long as the release or conveyance does not substantially, materially and adversely affect the function and use of the remaining Limited Neighborhood Common Area or Neighborhood Common Areas. Riparian easements are hereby created to run with the title of any Lot which has the right under the development plans approved by the governmental authorities to construct and use a boat dock or observation pier consistent with such use. Without limitation, Lot Owners who are permitted to construct and use a boat dock shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to a dock, and a boat dock; construct, use and maintain utility lines to supply service to the boat dock; moor vessels at the dock; use the dock for observation and fishing; and otherwise enjoy the dock, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D, and

applicable government regulation. Lot Owners who are permitted to construct and use an observation pier shall have the non-exclusive right of ingress and egress over Common Area and the Neighborhood Common Area to construct, use, and maintain a walkway to an observation pier, and an observation pier, and associated utility services, and use the pier for observation and fishing, subject always however to regulation under this Declaration, the Boat Dock Rules attached as Exhibit D to the extent any of those rules apply to observation piers, and applicable government regulation.

d. Upon the filing of a plat of any portion of lands within the Property, a nonexclusive and perpetual right of ingress and egress over and across all private roads (and across all sidewalks, walkways and paths within or adjacent thereto) shall be deemed to have been granted to all Lot Owners and their respective guests, invitees, and tenants; representatives of utilities and delivery, pickup and sanitation services; United States mail carriers; representatives of fire departments, police and sheriff's departments, and other necessary county, special district, state and federal agencies, including the Southwest Florida Water Management Department; and holders of liens on any property subject to this Declaration. Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the Public Records of Manatee County, Florida.

e. Developer hereby authorizes the use of all private roads and delegates the nonexclusive right to exercise control of traffic thereon to, duly constituted law enforcement officers, and, subject thereto, Developer shall have the right, but not the obligation, to control and regulate all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit traffic which, in the opinion of Developer, would or might result in damage to said roads, and the right to control and prohibit parking on all or any part of said roads. Developer reserves the right to the use of the roads for the transportation of equipment, machines, vehicles, supplies, materials and persons engaged in or needed for the construction or development of any portion of the Subdivision, or other lands in River Wilderness. Developer further reserves the right to deny access to said roads to any person other than those persons referred to in paragraph (d) above, and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any property subject to this Declaration if the location of the same will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon said private roads.

f. In the event and to the extent that any portion of said roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of subparagraph (e) above shall be of no further force or effect as to the property so acquired.

g. The Association shall have the right and duty to control the water level and maintenance of all ponds and drainage control devices, and other areas and apparatus comprising the Stormwater Management System, including dry retention areas, and may use the water in all ponds for irrigation purposes on the Common Area, the Limited Neighborhood Common Area, and Neighborhood Common Area. The Association, Developer, or other persons may make additional use of the water for other irrigation purposes as Developer or the Association may designate. The Association shall be the operator of the Stormwater Management System including easement areas, drainage facilities, ditches, wet and dry retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements. No portion of the Stormwater Management System may be materially altered without the prior written approval of the Manatee County and the Southwest Florida Water Management District. The Association, the Owners, and other occupants and users of the Common Area, including all Limited Neighborhood Common Area and Neighborhood Common Area, shall comply with all lawful regulation applicable to the Stormwater Management System, including but not limited to those imposed by the Southwest Florida Water Management District, Manatee County, and other applicable authority, including but not limited to the following:

1. All activities involving filling, excavating, removing of vegetation (both trees and understory), and storing of materials, shall be prohibited within Common Areas, Limited Neighborhood Common Area, Neighborhood Common Areas, or on any Lot, unless written approval is obtained from Manatee County and the Southwest Florida Water Management District. Approval from the Southwest Florida Water Management District may require a formal permit modification and equivalent flood compensation.

2. Each Owner of property within the Subdivision at the time of construction of a building, residence, or structure, shall comply with the construction plans for the Stormwater Management System approved and filed with the Southwest Florida Water Management District. Except for approved docks or observation piers, no Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, preservation areas, drainage easements or any other part of the Stormwater Management System, unless prior approval is received from the Association, and applicable authorities, including without limitation, Manatee County, and the Southwest Florida Water Management District, as applicable.

3. No structures, buildable area, paving, creation of impervious areas, placement of lawn furniture, patios, pools, pool cages, or fences, shall be permitted within the dry retention areas. The only exception to the foregoing prohibition shall be access to docks, which shall be placed in accordance with the Southwest Florida Water Management District permit. Dry retention areas are subject to a stormwater maintenance easement in favor of the Association and the Southwest Florida Water Management District.

4. The removal of littoral shelf vegetation (including cattails) from wet detention areas is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

h. Developer shall have the right in its sole discretion to permit the use of any portion or portions of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas by the general public or by such persons as Developer may designate. Provided however, Developer shall not have the right to grant any person or entity a permanent right to use any portion of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas unless an Easement and Maintenance Agreement is entered into which clarifies that the use shall be non-exclusive, shall be subject to the rights of the Lot Owners and occupants under this Declaration, and the agreement with the user shall obligate them to pay an equitable pro rata share of the maintenance of any portion of the Common Area or Neighborhood Common Areas that they may have the right to use. For example, and not by way of limitation, if the owner of an adjacent property is given the non-exclusive right to use the boat ramp, the use must be non-exclusive, the user of the boat ramp must comply with all rules and regulations promulgated by the Association applicable to the boat ramp, and the user must be obligated to pay a fair share of the maintenance of the boat ramp which shall be generally based upon the relative use of the boat ramp by each and every permanent user thereof. In the event the Developer elects to develop part or all of Subphases G & H of River Wilderness under a different declaration of covenants and/or with a separate or additional homeowner association, the owners of Lots therein shall be entitled to use the easements, Stormwater Management System, Common Areas, Neighborhood Common Area, River Lodge, and Limited Neighborhood Common Areas as provided in the governing documents for those separate properties but must be obligated to comply with rules and regulations imposed and enforced by the entity having control thereof and pay an equal share of the costs and expenses of maintaining, repairing and replacing any areas they are permitted to use, whether by membership in the Foundation, the Association, a separate association, by a separate agreement such as an Easement and Maintenance Agreement, or otherwise.

i. No person shall, without the written approval of Developer, do any of the following on any part of the Common Area, Limited Neighborhood Common Area, or Neighborhood Common Areas; camp; for any purpose other than as a means of transportation on the private roads; fish or swim in lakes, canals or streams; permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than common facilities constructed or approved by Developer; discharge any liquid or material, other than natural drainage, into any pond, lake, or watercourse; alter or obstruct any lake, pond, or watercourses; or interfere with any water control structures or apparatus.

j. If owned in fee title by the Association, the Association shall have the right to borrow money for the purpose of improving the Neighborhood Common Area or the Limited Neighborhood Common Area, and in order to secure any such loan shall have the further right to encumber that portion of the Neighborhood Common Area or Limited Neighborhood Common Area being improved.

5. Common Dock: Developer reserves the exclusive right, consistent with governmental authority and permitting, to construct a common dock facility, and related improvements in a portion of Limited Neighborhood Common Area to be added to this Subdivision. If Developer chooses to do so, until such time as Developer shall have conveyed title to all of the property within the Subdivision, Developer reserves the exclusive right to sell and assign common dock slips to owners of lots within the Subdivision for an additional consideration or included as part of a lot sale transaction, provided however, that such assignments shall only be made to (1) owners of lots not otherwise permitted under this Declaration or applicable law or governmental regulation to construct and use a private boat dock adjacent to their lot (lots in this category include, but are not limited to, the lots identified in subsection (4)(a)(11) of this Article VII); or (2) owners of lots permitted to construct and use a boat dock adjacent to their lot who have signed and recorded a written statement waiving the right to construct a boat dock based on a lack of adequate water depth. In the event an owner of a lot in category #2 above subsequently determines that there is sufficient water adjacent to the lot and desires to construct and use a boat dock the owner must first execute and record an instrument satisfactory to the Association to waive and release the owner's interest in any assigned common dock slip and reverse the prior written recorded statement thereby returning the lot to the category of lots in the Subdivision that have the right to construct and use a boat dock adjacent to the lot and no right to assignment of a common dock slip. All assignments of common dock slips shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Manatee County. Upon such assignment, the common dock slip so assigned shall be deemed appurtenant to the lot owned by such lot owner and the lot owner shall have the exclusive right to the use thereof without any additional charge therefore except for the owner's equal share of the expenses of operating and maintaining the assigned slips, which shall be assessed to the Lot Owner as a special assessment pursuant to the Declaration and entitle the Association to all collection and lien rights under this Declaration, or if not an owner under this Declaration, assessed to the owner under the applicable governing documents. After assignment, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the lot to which it was assigned, except that such right may be separately assigned to the governing homeowner association, and thereafter assigned by the association, in its discretion, to another lot owner. Until reassigned by the association, such common dock slip shall be deemed to be the same as any other common dock slip that is not specifically assigned to a lot. The rights of Developer hereunder may be assigned to an association by Developer, in its sole discretion, and if assigned, shall be reflected in written recorded instrument.

6. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed pro rata against the lots owned by the members of the Association and shall be payable by the owners of the lots within 60 days after receipt of a statement therefore. If any owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such owner's lot, which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

7. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System. If the Association ceases to exist, all of the members of the Association shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with the requirements of the permit and applicable rules and regulations, unless and until an alternate entity assumes responsibility in accordance with the regulations and requirements of the Southwest Florida Water Management District.

8. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of wetland, wetland buffer and upland preservation areas without the prior consent of Manatee County:

- Development, as defined by the Land Development Code
- Construction or placing of building, roads, signs, billboards or other advertising, or other structure 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
- Planting of vegetative material that is not native to Southwest Florida
- 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. Association shall be solely responsible for providing annual monitoring and maintenance for nuisance, exotic plant species within the Common Areas, Stormwater Management Systems, wetlands, wetland buffers, mitigation areas, and upland preservation areas. Maintenance within wetlands and wetland buffers is to be conducted per the requirements of the Southwest Water Management District and Manatee County. Nuisance, exotic plants species that become reestablished within the open spaces of the Common Areas shall be removed by the Association.

#### **VIII. ADDITIONAL RIGHTS RESERVED**

1. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Subdivision. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

.....

d. Control of Association. Developer reserves the right to maintain control of the Association, by appointment of all of the directors, pursuant to Section 720.307, Florida Statutes until the first to occur of the following events:

1. Three months after ninety (90%) percent of the Sites that will be operated ultimately by the Association have been conveyed to purchasers (at the time of the recording of this Declaration, the number of Sites to be operated by the Association was sixty-seven (67), subject to addition or deletion by the Developer as provided in Articles III and IV hereof), or

2. When all the Sites that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

3. When some of the Sites have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4. Seven years after recordation of this Supplement and Amendment to the Declaration.

The Developer is entitled to elect all the minority members of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Sites in the Subdivision. Notwithstanding the foregoing provisions, Developer reserves the right to transfer control of the Association to the members at an earlier time than mandated by statute and the members agree to accept control of the Association when offered by the Developer.

.....

**IX. RESERVATION OF EASEMENTS**

1. Easements for open space, landscaping and buffering, signage, drainage, fire protection devices and equipment, access, utilities, and irrigation, are reserved in favor of the Developer, the Association, and others, as indicated on any plat of River Wilderness, Phase III.

.....

**XII. USE RESTRICTIONS**

1. Each Lot in the Subdivision shall be subject to the following use restrictions:

.....

c. There shall be only one dwelling unit per Lot. Dwelling units in River Wilderness Phase III, Subphases E, F, H-1, H-2 and M shall contain not less than 2,800 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages and the like. Dwelling units on Lots 15-3428 in River Wilderness Phase III, Subphases G-1 and G-2 shall contain not less than 3,800 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages and the like. Dwelling units on Lots 654-79 in River Wilderness Phase III, Subphases G-1 and G-2 shall contain not less than 3,200 square feet of livable enclosed floor area, exclusive of open or screened porches, terraces, garages and the like.

v. Reasonable rules and regulations concerning the use of the Neighborhood Common Area and Limited Neighborhood Common Area may be made and amended from time to time by the Board of Directors of the Association, and all Owners, occupants, and users thereof shall abide by said regulations.

.....

**XIV. RIGHTS OF MORTGAGEES**

1. Mortgage Foreclosure. The owner and holder of a first mortgage of record which acquires title to a Lot as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, shall be liable for assessments levied against such Lot in the same manner as any other Owner unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Florida Statutes, as amended from time to time. Any unpaid share of common expenses resulting from the application of limited liability of a mortgagee becomes a common expense collectible from all Lot Owners, including the acquirer and its successors and assigns. No Owner or acquirer of title to a Lot by foreclosure (or by a deed in lieu of foreclosure) may during the period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

.....

**XVI. GENERAL PROVISIONS**

1. Property Units. The Developer has assigned and does hereby assign one property unit (as that term is defined in the Master Declaration) to each Lot for a total of ~~one hundred forty two (142)~~ one hundred fifty-nine property (159) units assigned to the Neighborhood.

.....

In addition to the foregoing, Exhibits A, E, F, G, H, I, J and K are modified as attached.

.....

Except as amended and supplemented herein, the provisions of the Declaration, as previously amended, shall remain unchanged.


In witnesseth whereof, the undersigned representative of the Developer has caused this Supplement and Amendment to be executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness signature *Benjamin Perez*  
Printed name of witness Benjamin Perez  
Witness signature *Andrew Miller*  
Printed name of witness Andrew Miller

**Rive Isle Associates, LLC,**  
a Florida limited liability company  
*Roy A. Premer*  
**By: Roy A. Premer, Authorized Officer**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2021,  
by Roy A. Premer, as Authorized Officer of Rive Isle Associates, LLC, a Florida limited liability company, on  
behalf of the company. He is personally known to me or has produced FLDL as identification. If no  
type of identification is indicated, the above-named person is personally known to me.

  
BENJAMIN PEREZ  
Commission # GG 268684  
Expires October 17, 2022  
Beyond plus Business Notary Services  
*Benjamin Perez*



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 34 SOUTH, RANGE 18 EAST, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERNMOST CORNER OF RIVER WILDERNESS PHASE III, SUBPHASE G-1, RECORDED IN PLAT BOOK 65 AT PAGE 57, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, (THE FOLLOWING 9 CALLS ARE ALONG THE SOUTHERLY LINE OF SAID RIVER WILDERNESS PHASE III, SUBPHASE G-1); [1] THENCE N.29°05'43"W. A DISTANCE OF 208.76 FEET; [2] THENCE S.60°54'17"W. A DISTANCE OF 19.03 FEET; [3] THENCE N.29°05'43"W. A DISTANCE OF 235.00; [4] THENCE S.60°54'17"W. A DISTANCE OF 130.97 FEET TO THE POINT OF CURVATURE, (P.C.) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 790.00 FEET AND A CENTRAL ANGLE OF 20°41'44"; [5] THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 285.35 FEET; [6] THENCE S.81°36'01"W. A DISTANCE OF 84.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 30°22'11"; [7] THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 190.82 FEET; [8] THENCE N.68°01'48"W. A DISTANCE OF 204.12 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 390.00 FEET AND A CENTRAL ANGLE OF 05°56'06"; [9] THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 40.40; THENCE S.27°54'18"W. A DISTANCE OF 235.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WITH THE CENTER POINT BEARING N.27°54'18"E. A RADIAL DISTANCE OF 625.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 05°56'06" A DISTANCE OF 64.74 FEET; THENCE S.68°01'48"E. A DISTANCE OF 204.12 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 595.00 FEET AND A CENTRAL ANGLE OF 00°53'09"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 9.20 FEET; THENCE S.21°05'03"W. A DISTANCE OF 255.24 FEET TO THE MEAN HIGH WATER LINE OF THE MANATEE RIVER RECORDED IN THE PUBLIC REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING AS MEAN HIGH WATER SURVEY FILE 3002, (THE FOLLOWING 8 CALLS ARE ALONG SAID MEAN HIGH WATER LINE); [1] THENCE S.72°34'56"E. A DISTANCE OF 129.00 FEET; [2] THENCE S.79°14'21"E. A DISTANCE OF 81.10 FEET; [3] THENCE N.83°22'12"E. A DISTANCE OF 146.57 FEET; [4] THENCE N.84°59'49"E. A DISTANCE OF 190.85 FEET; [5] THENCE N.73°30'40"E. A DISTANCE OF 129.52 FEET; [6] THENCE N.64°24'00"E. A DISTANCE OF 210.13 FEET; [7] THENCE N.59°59'16"E. A DISTANCE OF 231.18 FEET; [8] THENCE N.60°51'57"E. A DISTANCE OF 5.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 484,097 SQUARE FEET BEING 11.1133 ACRES, MORE OR LESS.

**EXHIBIT "E"**

**NOTICE TO BUYERS**

NOTICE TO BUYERS OF RIVER WILDERNESS,  
PHASE III- SUBPHASES E, F, G-1, G-2, H-1, H-2 and M

To the Purchasers of Lots in River Wilderness, Phase III- Subphases E, F, G-1, G-2, H-1, H-2 and M in Manatee County, Florida:

THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, having specifically considered the recommendation of the Planning Commission, the criteria set forth in Manatee County Ordinance No. 90-01 (the Manatee County Land Development Code); and finding PDR-98-17(P)(R4) consistent with Manatee County Ordinance No. 89-01 (the 2020 Manatee County Comprehensive Plan), Revised Preliminary Site Plan PDR-89-17(P)(R4) – RIVE ISLE ASSOCIATES, LLC f/k/a RIVER WILDERNESS ASSOCIATES, LTD. is hereby approved to allow 178 lots for single-family detached residences, an R.V. and boat storage area, a community park, relocation of an existing boat ramp, and a new dock at the boat ramp, 127 boat slips on an interior basin system with navigable access to the Manatee River, and 29 individual docks and 10 observation piers along the Manatee River, and GRANT special approval for a project: 1) adjacent to a perennial stream; 2) at least partially within the CH (Coastal High Hazard Area); 3) the CEA (Coastal Evacuation Area); and 4) the CSVA (Coastal Storm Vulnerability Area). Copies of the FSP No. PDR-98-17/FSP-05-73(R) can be found in the Records Management Department of the Planning Department.

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

Developer recorded the Declaration of Restrictions and Protective Covenants, Conditions and Restrictions of River Wilderness, Phase III-Subphases E, F and M (a/k/a Rive Isle) on May 21, 2007 in Official Records Book 2205, Pages 3919-3991 of the Public Records of Manatee County, Florida (Declaration).

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1 and M (a/k/a The Islands or The Islands of River Wilderness) on August 27, 2015, in Official Records Book 2598, Pages 2186-2221 of the Public Records of Manatee County, Florida (the "First Amendment").

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on March 10, 2017 in Official Records Book 2663, Pages 7745-7781, of the Public Records of Manatee County, Florida (the "Second Amendment").

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, H-1, H-2 and

M (a/k/a The Islands or The Islands of River Wilderness) on March 18, 2019, in Official Records Book 2772, Pages 4901-4937, of the Public Records of Manatee County, Florida (the "Third Amendment").

Developer recorded a Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, G-2, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Pages \_\_\_\_\_, of the Public Records of Manatee County, Florida (the "Fourth Amendment").

1. Ownership of a Lot in said Subdivision automatically makes you a member of River Wilderness, Phase III- Subphases E, F, G-1, G-2, H-1, H-2 and M, making you subject to their by-laws and regulations. Each lot entitles each owner to one vote in the affairs of the Association.
2. 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.
3. The proposed general assessment by the Association for the year running from **May 1, 2021 through April 30, 2021** is **\$1,834** 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 Subdivisions. 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.
4. 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.
5. 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.
6. Each Lot Owner is hereby notified that a Project Development and Environmental Study has been initiated and approved by the Florida Department of

Transportation for location and design acceptance for the bridge connection of Upper Manatee River and Fort Hamer Road.

7. 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 thereafter.
8. For all lots abutting wet detention ponds: The owners shall not remove native vegetation (including cattails) that becomes 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.
9. 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.
11. Project site falls in Zone AE with the Base Flood Elevations of 9' to 10' NAVD 88, with a portion of the property encroaching into the FEMA regulatory floodway (Manatee River) per FIRM panel 12081C 0190F and 12081C 0195F effective August 10, 2021.
12. Per the FEMA 44 CFR 60.3.c.2, an AE zone shall have the lowest habitable finished floor elevated to or above base flood elevation (BFE) and the revised Manatee County Ordinances 20-22 and 21-20 (combination of both) lowest habitable finished floor must be at BFE plus a one (1) foot freedboard, flood protection elevation (FPE). The finished floor of the homes within the AE zone must be at least one (1) foot higher than the BFE.
13. 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.
14. A sealed survey showing a FIRM panel number, flood zone, flood zone lines delineated, base flood elevation with existing and proposed grades of the lot, must be submitted at the time of building permit application, unless there is a

FEMA approved LOMR (letter of map revision) for the above lots, in which case the surveyor will need to note the case number on the survey.

15. **THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOOD PLAIN MANAGEMENT SECTION.**
  
16. 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.
  - 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. Replacement canopy trees placed on individual lots shall be planted in accordance with Section 714.8.4 and be consistent with the landscape plan submitted with the amended Preliminary Site Plan. See Attached Schedule 1.
    8. If a tree is required on a lot, and if the property owner removes the tree, they must replace it. Also, the remainder may be planted elsewhere in River Wilderness, or as allowed by code, including payment to the Tree Trust fund.
    9. No Certificate of Occupancy or Temporary Certificate of Occupancy shall be issued for a house on a lot until a licensed landscape architect has certified to the Planning Department that all required replacement trees have been installed, that such trees are of at least Florida grade #1 stock, that the trees have been planted using proper installation techniques, and that the trees have not been planted in a manner to interfere

with a drainage swale or planted within 15' of a building pad or pool cage or enclosure.

10. In accordance with the requirements of Section 714.8.4, should removal be required, such removal shall require a Tree Removal Permit in accordance with Section 714.2 and tree replacement. Only pruning of required tree shall be allowed in accordance with Section 714.2.2.8.
11. Replacement trees that are damaged by natural calamities on individual residential lots removed must be replaced with the same size and type of tree as originally planted. This includes any areas of common ownership or trees shown on the site plan.
12. With the approval of the Developer, a Lot Owner may mitigate the number of trees required to be planted on their lot by paying a fee equal to the amount established by the Manatee County Tree Fund into a tree fund maintained by the developer to be used to plant additional trees within the Community or paid directly to the Manatee County Tree Fund. At a minimum, only one (1) tree per lot frontage will be required to address the number of street trees noted on the TABLE included in Exhibit "G".

17. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of wetland, wetland buffer and upland preservation areas without the prior consent of Manatee County:

- Development, as defined by the Land Development Code
- Construction or placing of building, roads, signs, billboards or other advertising, or other structure 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
- Planting of vegetative material that is not native to Southwest Florida
- 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
18. Single family boat docks are limited to one boat.
  19. Boat Ramp usage is strictly prohibited to public use and is intended for Declarant, Homeowners and Guests.
  20. The fact that Manatee River and Gamble Creek are known to be frequented by Manatees. Boat rentals, personal watercraft rentals, live aboards, and repair activities shall be prohibited from all docks and the boat ramp.
  21. In a 100-year storm event the surface water / storm water lakes could rise up to 7 feet above normal water elevations or C.W.L.
  22. Placement of fill on to lots is prohibited outside the parameters of The Southwest Florida Water Management Permit # 43021118.008 or without a permit modification from SWFWMD.
  23. Except where a lot owner has received permission from the Manatee County Natural Resource Division and the Southwest Florida Water Management District, the following acts and activities are expressly prohibited within the boundaries of that area on the Final Plat recorded in the public records identified as "Dry Retention".
    - Construction or placing of building, roads, signs or other structures on or above the ground, with the exception of a boardwalk permitted as part of the construction of a permitted dock.
    - Construction or placing of utilities on, below or above the ground, with the exception of those permitted as part of the construction of a permitted dock.
    - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste or offensive materials.
    - Removal, mowing or trimming of trees, shrubs or other vegetation, with the exception of that necessary as part of the construction of a permitted boardwalk.
    - Application of herbicide, pesticides or fertilizers.
    - Excavation, dredging or removal of loam, peat, gravel, soil rock or other material.
    - Any activity detrimental to drainage, flood control, water conservation, erosion control and soil conservation.
    - Acts or uses detrimental to such retention areas.

24. No residence or related structures (such as a pool) may be built within the area of the existing floodway line based on the Letter of Map Revision (LOMR), Case No. 15-04-3585P, identified as Rive Isles Floodway Revision to relocate floodway which became effective April 5, 2016.
25. The proposed footprint of all docks is delineated on the Final Site Plan. Appropriate safety lighting shall be installed on any docks within Lots 1-5. Docks of Lots 1-5 shall be no longer than 15' or minus 3' water depth, whichever is greater. All docks that encroach into the regulatory floodway will be required to have a No-Rise certification and all corresponding technical data.
26. Two boat slips will be provided for the Manatee County Sheriff's Office and the State of Florida Fish & Wildlife Services (2 slips total).
27. Certain piers have been restricted by governmental authority solely for observation use and may not be used for boat docking purposes. The Lots that are permitted to maintain and use observation piers, but not docking facilities, are Lots 7, 8, 9, 12, 13, 14, 15, 16, 17, and 18, some of which are located in the Subdivision and others that may be added under Article III.
28. Required setbacks shall be as follows:  
  

Single-family detached lots:

Front	25'
Side	7.5'
Rear	15'*

\* - Provided, however, no structures or buildable areas shall be permitted within the drainage easement area. Additionally, a stormwater maintenance easement within the drainage area shall be recorded in favor of the Homeowner's Association and SWFWMD over the dry retention areas, which will prohibit all structures, buildable area, paving, creation of impervious area, placement of lawn furniture, patios, pools, pool cages, or fences within the drainage retention areas. The only exception shall be for access to docks which shall be placed in accordance with the SWFWMD permit. Included in the maintenance easement shall be plans for common maintenance of the easement areas consistence with the SWFWMD permit and a prohibition against the application of chemicals within the easement areas.
29. The stormwater easement areas shall be delineated on individual lots with signage similar to the signs required for the identification of the wetland buffers.

30. There shall be no vacation of the easements to permit future construction or encroachments.
31. The minimum floor area of all homes shall be 2,800 sq. ft. in River Wilderness, Phase III - Subphases E, F, H-1, H-2 and M. The minimum floor area of homes shall be 3,800 sq. ft. in River Wilderness, Phase III - Subphases G-1 and G-2 for Lots located on the Manatee River and 3,200 sq. ft. for all other Lots.
32. The community park along the Manatee River shall contain off-street parking for 10 vehicles, shade trees, grills, benches, and picnic tables. The existing tot lot within River Wilderness shall be upgraded to include a commercial grade tot lot with 7 or more play activities with the first Final Plat.
33. All roads within the project shall be private. A POMD agreement is recorded in Official Record Book 2205 and Page 3911, Public Records of Manatee County, Florida. An Agreement for Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments (POMD) shall be recorded in the Official Public Records of Manatee County.
34. Unless otherwise approved by Planning Department, native or naturalized plant species indigenous or xeriscape plant species, shall be utilized for required landscaping within common areas. In addition, the developer shall disseminate information on the Florida Yards and Neighborhood Program to individual lot owners.
35. Any significant historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Division of Historical Resources, and treatment of such resources shall be determined in cooperation with the Division of Historic Resources and Manatee County. Treatment of the resources shall be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) shall be followed. This requirement shall be recorded in the Homeowner's Documents.
36. State and federal permits for the proposed individual lot docks and boat ramp facility shall be obtained prior to County Building Permit approval.
37. Boats docked within this development shall be restricted to a maximum draft of 2.5 feet.
38. The use of the boat slips shall be limited to boats owned by residents of this development only. Establishment of a "boat club" which owns boats and sells or leases them shall be prohibited.

39. The area between the buildable area and the waterfront of the interior lots shall be planted with the appropriate ground cover and plantings to protect water quality as approved by the Planning Department with the Final Site Plan. The intent of the stipulation is to prevent chemical application.
40. Mooring of boats shall be prohibited at the Observation Docks depicted on Lots 7-9 & 12-18 in accordance with the approved Manatee Protection Plan. Installation of handrails shall be required on observation docks.
41. All docks that encroach the regulatory floodway, as proposed, will be required to have No-Rise Certification (and all corresponding technical data) (LDC 802.B.3).
42. Until an approved LOMR is received by the Building Dept./Floodplain Section, any structure built will be considered to be in the 100-Year Floodplain and will be required to meet all criteria as set forth in the Floodplain Management Ordinance of Unincorporated Manatee County, Article II of Chapter 2-10, Manatee County Code of Ordinances, and the 44 CFR (Code of Federal Regulations) Section 60.3.
43. Visibility Triangles must be maintained per the Land Development Code of Manatee County, Florida.
44. Each Owner is responsible for the installation and completion of lot front sidewalks prior to issuance of Certificate of Occupancy.

**EXHIBIT "F"**

**RIGHT OF ENTRY**

RIGHT OF ENTRY AND COMPLIANCE WITH  
MANATEE COUNTY LANDDEVELOPMENT CODE  
FOR RIVER WILDERNESS, PHASE III- SUBPHASES E, F, G-1, G-2, H-1, H-2 AND M

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 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 3, (Review Authority and Procedures), Section 336.4 (Common Areas) of the Land Development Code and are hereby incorporated as part of the Declaration of Restrictions and Protective Covenants for River Wilderness Phase III-Subphases E, F, G-1, G-2, H-1, H-2 and M.

- 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 on a pro-rated basis and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, 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 amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

## **EXHIBIT "G"**

### **TREE PLANTING SUMMARY**

**TREE REPLACEMENT AND INSTALLATION**  
**RIVER WILDERNESS PHASE III - SUBPHASES E, F, G-1, G-2, H-1 AND H-2.**

**Note:**

All plant material to meet criteria listed below and shall be Florida #1 quality determined by the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants 2<sup>nd</sup> Edition (Feb. 1998 PI# 97T-05). The predominant proposed common area landscaping material are either, native or naturalized plant species indigenous to Manatee County or Xeriscape Plant Species and are Florida friendly plant species indicated by the Florida Yards and Neighborhood Program.

**Note:**

Any future tree removal shall require a new tree removal permit in accordance with Section 7.14 of the Land Development Code. This requirement will be satisfied with each individual Final Site Plan/Construction Plan.

**Note:**

All street trees planted on lots shall meet the "visibility triangle" for driveways. LLDC, Section 713.2.2.

**Note:**

Manatee County Commission Stipulation A.1 shall and has been met for the Fort Hamer Road Landscape Buffer.

**Note:**

Street trees on lots are the responsibility of the builder/homeowner regarding installation and maintenance replacement trees are the responsibility of the homeowner. Such street and required lot replacement trees shall be installed prior to Certificate of Occupancy. Trees in Common Areas, Buffers, and Greenbelts are the responsibility of the Developer to install and maintain.

**Note:**

No trees or shrubs shall be planted within the middle two-thirds (2/3) of any drainage swale or within three (3) feet measured horizontally from the centerline of the drainage swale, whichever is greater.

**Note:**

No street tree or other tree will be planted within a Public Right of Way or Public or Private Utility Easement. No tree will be planted closer than 25' from a Right of Way.

**Note:**

Replacement canopy trees placed on individual lots must be planted in accordance with Section 714.8.4 and be consistent with the Landscape Plan submitted with the Amended Preliminary Site Plan three different species for canopy trees will be required. The property owner will be responsible to replace all required lot trees. If removed and replaced with an approved tree species and approved size and caliper any replacement trees damaged beyond repair by natural calamities on individual lots must be replaced with same size and type of tree originally planted by the lot owner. Additionally: All damaged replacement trees in common areas or replacement trees shown on the site plan must be replaced by the property owner.



**Note:**

1. Canopy trees shall be installed no closer than fifteen (15) 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 2<sup>nd</sup> Edition (February 1998 PI#97T-05).
4. The builder or homeowner will provide a Landscape Plant to the Developer or H.O.A. depicting approved canopy tree species, size, and spacing prior to installation of landscape material. The Landscape Architect shall review and approve said Landscape Plan. Upon implementation of required canopy trees, the Landscape Architect will inspect and certify to the County in writing that the installation meets the requirements of the approved Landscape Plan.
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.

**LOT/STREET CANOPY TREE LIST**

- 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 the Tree Planting Summary Chart.
- Canopy trees shall be 12' Height x 5' Spread x 3" Caliper (minimum).
- Canopy tree spacing shall be a minimum of 25' on center.
- Selective Tree List:

**CANOPY TREES**

Live Oak  
Shumard Oak  
Laurel Oak  
Magnolia  
Sweetgum  
Red Maple  
Elm  
Sycamore  
Bald Cypress

River Wilderness Phase III - Subphase G-2  
TREE PLANTING SUMMARY CHART

Canopy Tree Requirements for Homesites: The following is the required canopy trees to be included in landscaping for each homesite. See Lot/Street tree canopy list for suggested type and required minimum spacing.

<u>Homesite Number</u>	<u>Side &amp; Rear Yard</u>	<u>Front Yard</u>	<u>Total Yard</u>
29	6	2	8
30	6	2	8
31	6	2	8
32	6	2	8
33	6	2	8
34	8	2	10
54	5	2	7
55	5	2	7
56	5	2	7
57	5	2	7
58	5	2	7
59	5	2	7
60	5	2	7
61	5	2	7
62	5	2	7
63	5	2	7
64	5	2	7

## **EXHIBIT "H"**

### **LIST OF HOLDINGS**

LIST OF HOLDINGS  
FOR RIVER WILDERNESS PHASE III - SUBPHASE G-2

1. Tract 100: Private road right of way, private drainage, public utility easement.
2. Tract 705: Wetland , public flowage easement.

Tract 100 shall be maintained by the River Wilderness of Bradenton Foundation, Inc.

All other Tracts are maintained by Rive Isle Association, Inc. (The Islands HOA)

## **EXHIBIT "I"**

### **MAINTENANCE PROGRAM**

MAINTENANCE PROGRAM FOR RIVER WILDERNESS  
PHASE III- SUBPHASES E, F, G-1, G-2, H-1, H-2 AND M

It is anticipated that the budgetary information submitted indicates more than adequate funds for maintenance as well as operation of the facilities provided by Developer, and which are designated in said Proposed 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 week.
  - f. Plant replacement as required.
  - g. Edging of sidewalks as required, but generally three - four times per year.
  - h. Yearly monitoring and removal of nuisance, exotic plant species.
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 "J"**

**CONSENT AND JOINDER OF ASSOCIATION**


**&**

**CONSENT AND JOINDER OF FOUNDATION**

CONSENT AND JOINDER OF ASSOCIATION


The undersigned authorized representative of Rive Isle Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, hereby joins in the Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III, Subphases E, F, G-1, G-2, H-1, H-2 and M for the purpose of accepting the responsibility to operate and maintain said Subdivision and otherwise perform the duties as provided therein, consistent with the requirements of Chapters 617 and 720, Florida Statutes.

Rive Isle Association, Inc.

  
Roy A. Premer, President

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2022 by Roy A. Premer as President of Rive Isle Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or has produced FL DA as identification. If no type of identification is indicated the above-named person is personally known to me.

Notary Public 

Printed Name Benjamin Perez

My Commission Expires 10/17/2022

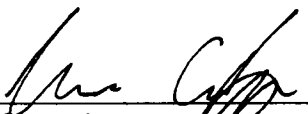
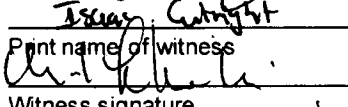


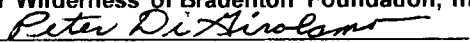
BENJAMIN PEREZ  
Commission # GG 268684  
Expires October 17, 2022  
Served His Budget Notary Services



**CONSENT AND JOINDER OF MASTER ASSOCIATION**

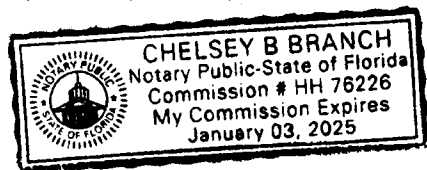
The undersigned representative of **River Wilderness of Bradenton Foundation, Inc.**, does hereby join in the Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, H-1, H-2, M and G-2, on behalf of the corporation, for the purpose of approving and accepting same, including the functions and duties of the corporation, and acknowledging that the owners of the additional lands submitted to the jurisdiction of the corporation shall be mandatory members of the corporation pursuant to the provisions of Section 2.01(a) of the Declaration and General Protective Covenants, Article VI of the Amended and Restated Articles of Incorporation of the corporation, and Articles III and XVI of the Declaration of Covenants, Conditions, and Restrictions of River Wilderness Phase III-Subphases E, F, G-1, H-1, H-2, M and G-2.

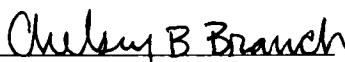
  
Witness signature  
Ismael Gutierrez  
Print name of witness  
  
Witness signature  
Michael Lanzetta  
Print name of witness

River Wilderness of Bradenton Foundation, Inc.,  
  
By: Peter DiGirolamo, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of January 2022 by Peter DiGirolamo, as President, of River Wilderness of Bradenton Foundation, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLDL, as identification. If no type of identification is indicated, the above-named person is personally known to me.



  
Notary Public - State of Florida

## **EXHIBIT "K"**

### **2021 BUDGET & 10-YEAR FORECAST**

RIVE ISLE ASSOCIATION, INC.  
 10 YEAR BUDGET FORECAST

ITEM	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of lots Sold	92	128	153	178	178	178	178	178	178	178
Lots Sold-The Islands	36	25	25	0	0	0	0	0	0	0
Total Lots Sold	128	153	178	178	178	178	178	178	178	178
Number of Plated Lots	142	178	178	178	178	178	178	178	178	178
<b>BUDGET LINE ITEMS</b>										
Audit & Tax Preparation	2,350	2,421	2,493	2,568	2,645	2,724	2,806	2,890	2,977	3,066
Administrative	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
Insurance	33,924	34,942	35,990	37,070	38,182	39,327	40,507	41,722	42,974	44,263
Legal & Professional	1,800	1,854	1,910	1,967	2,026	2,087	2,149	2,214	2,280	2,349
Permits & Fees	62	64	66	68	70	72	74	76	79	81
Professional Mgmt. Fees	12,780	13,163	13,558	13,965	14,384	14,816	15,260	15,718	16,189	16,675
Office Expense	480	494	509	525	540	556	573	590	608	626
Landscape Contract	64,200	66,126	68,110	70,153	72,258	74,425	76,658	78,958	81,327	83,766
Grounds Maintenance/Supplies	52,990	54,580	56,217	57,904	59,641	61,430	63,273	65,171	67,126	69,140
Grounds-Other	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
Common Boat Dock Costs	2,521	2,597	2,675	2,755	2,837	2,923	3,010	3,101	3,194	3,289
Less: Common Boat Dock Fees	(2,521)	(2,597)	(2,675)	(2,755)	(2,837)	(2,923)	(3,010)	(3,101)	(3,194)	(3,289)
Nuisance, Exotic Plant Species Removal	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133
Recreation Use Costs-Other	5,080	5,232	5,389	5,551	5,718	5,889	6,066	6,248	6,435	6,628
Less: Recreation Use Fees	(12,080)	(12,442)	(12,816)	(13,200)	(13,596)	(14,004)	(14,424)	(14,857)	(15,303)	(15,762)
River Lodge	42,930	75,000	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008
Electric for Common Area	5,040	5,191	5,347	5,507	5,673	5,843	6,018	6,199	6,385	6,576
Lake Maintenance	10,220	10,527	10,842	11,168	11,503	11,848	12,203	12,569	12,946	13,335
Maintenance Person	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183
<b>TOTAL</b>	<b>260,376</b>	<b>298,969</b>	<b>307,938</b>	<b>317,177</b>	<b>326,692</b>	<b>336,493</b>	<b>346,587</b>	<b>356,985</b>	<b>367,695</b>	<b>378,725</b>
Maintenance Assessments	168,694	214,989	264,689	317,177	326,692	336,493	346,587	356,985	367,695	378,725
Developer Subsidy	91,682	83,980	43,250	0	0	0	0	0	0	0
	260,376	298,969	307,938	317,177	326,692	336,493	346,587	356,985	367,695	378,725
Annual Assessment - Per Lot	1,834	1,680	1,730	1,782	1,835	1,890	1,947	2,006	2,066	2,128

RIVER WILDERNESS OF BRADENTON FOUNDATION  
 10 YEAR BUDGET FORECAST

ITEM	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of Lots Sold - BOY	890	890	926	926	926	926	926	926	926	926
Lots Recorded - The Islands	0	36	0	0	0	0	0	0	0	0
Number of Lots Sold - EOY	890	926	926	926	926	926	926	926	926	926
Number of Recorded Lots	0	36	0	0	0	0	0	0	0	0
<b>BUDGET LINE ITEMS</b>										
<u>River Wilderness</u>										
Grounds Contract	336,600	346,698	357,099	367,812	378,846	390,212	401,918	413,976	426,395	439,187
Infrastructure	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143
Grounds Maintenance	40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191
Electrical Maintenance	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Asphalt Repairs	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095
Lake Maintenance & Repairs	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667
Fountain Maintenance & Repair	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438
Pest Control	300	309	318	328	338	348	358	369	380	391
Guardhouse Cleaning	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Guard Service Contract	162,495	167,370	172,391	177,563	182,890	188,376	194,028	199,848	205,844	212,019
Guardhouse Maintenance	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438
Utilities	28,000	28,840	29,705	30,596	31,514	32,460	33,433	34,436	35,470	36,534
Cable TV Bulk Contract	14,806	15,250	15,708	16,179	16,664	17,164	17,679	18,210	18,756	19,318
Cable Security	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
On-Site Office	11,000	11,330	11,670	12,020	12,381	12,752	13,135	13,529	13,934	14,353
On-Site Manager	58,500	60,255	62,063	63,925	65,842	67,818	69,852	71,948	74,106	76,329
Insurance-Bldg/Other	28,000	28,840	29,705	30,596	31,514	32,460	33,433	34,436	35,470	36,534
Legal/Professional	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143
Accounting	4,700	4,841	4,986	5,136	5,290	5,449	5,612	5,780	5,954	6,132
Licenses & Fees	62	64	66	68	70	72	74	76	79	81
Sales/Income Taxes	2,247	2,314	2,384	2,455	2,529	2,605	2,683	2,764	2,846	2,932
Management Fee	40,720	41,942	43,200	44,496	45,831	47,206	48,622	50,080	51,583	53,130
Online Services Portal	300	309	318	328	338	348	358	369	380	391
Storage Fees	500	515	530	546	563	580	597	615	633	652
Copying/Postage	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
Bank Fees	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
<u>The Islands</u>										
Security	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Electric	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Guardhouse	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Gate Maintenance	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743
Guard Service Contract	174,070	179,292	184,671	190,211	195,917	201,795	207,849	214,084	220,507	227,122
Cable TV Bulk Contract	965	994	1,024	1,054	1,086	1,119	1,152	1,187	1,222	1,259
Boat Ramp Landscaping	2,640	2,719	2,801	2,885	2,971	3,060	3,152	3,247	3,344	3,445
Tract 100 Maintenance	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
	<u>1,092,905</u>	<u>1,125,692</u>	<u>1,159,463</u>	<u>1,194,247</u>	<u>1,230,074</u>	<u>1,266,976</u>	<u>1,304,986</u>	<u>1,344,135</u>	<u>1,384,459</u>	<u>1,425,993</u>
Maintenance Assessments - BOY	1,058,558	1,090,315	1,123,024	1,156,715	1,191,416	1,227,159	1,263,974	1,301,893	1,340,950	1,381,178
Other Income	34,347	35,377	36,439	37,532	38,658	39,818	41,012	42,242	43,510	44,815
	<u>1,092,905</u>	<u>1,125,692</u>	<u>1,159,463</u>	<u>1,194,247</u>	<u>1,230,074</u>	<u>1,266,976</u>	<u>1,304,986</u>	<u>1,344,135</u>	<u>1,384,459</u>	<u>1,425,993</u>
Annual Assessment - Per Lot	<u>1,189</u>	<u>1,225</u>	<u>1,213</u>	<u>1,249</u>	<u>1,287</u>	<u>1,325</u>	<u>1,365</u>	<u>1,406</u>	<u>1,448</u>	<u>1,492</u>