

DECLARATION AND GENERAL PROTECTIVE COVENANTS

DECLARATION, made this 31st day of December, 1984, by RIVER WILDERNESS OF BRADENTON, INC., a Florida corporation.

W I T N E S S E T H :

WHEREAS, DECLARANT, RIVER WILDERNESS OF BRADENTON, INC., presently having its principal place of business in Manatee County, Florida, is the developer of a new community development consisting primarily of residential and business properties near the City of Bradenton, Manatee County, Florida, known as RIVER WILDERNESS, and desires to create a superior and unique community; and,

WHEREAS, DECLARANT desires to impose certain protective covenants, conditions and restrictions on the lands in RIVER WILDERNESS PHASE I as specifically set forth herein, and DECLARANT may in the future elect to subject additional lands in RIVER WILDERNESS to this Declaration and to amend this Declaration with respect to such additional lands, and, as well, to impose additional protective covenants, conditions and restrictions on such lands, and, as may be necessary and appropriate on each Neighborhood; and,

WHEREAS, DECLARANT desires to provide for the preservation of property values, amenities and opportunities in RIVER WILDERNESS PHASE I (and such additional lands in RIVER WILDERNESS as may hereafter be subjected to this Declaration), contributing to the personal and general health, safety and welfare of residents and other permitted users and for the maintenance of the land and improvements thereon, and to this end desires to subject the Properties, together with such additions as may hereafter be made thereto in accordance with the provisions hereof, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Properties and each OWNER thereof; and,

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intents herein set forth, DECLARANT has incorporated under the laws of the State of Florida, River Wilderness of Bradenton Foundation, Inc., a not-for-profit corporation; and,

WHEREAS, DECLARANT may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without RIVER WILDERNESS by deed, easement or otherwise to the FOUNDATION (which must accept the same) for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of its Members and their families, tenants and guests,

NOW, THEREFORE, the DECLARANT declares that the Properties, together with such additions as may hereafter be made thereto, are and shall be owned, used, and conveyed subject to the covenants, conditions, restrictions, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each OWNER thereof.

ARTICLE 1

DEFINITIONS

When used herein, the following terms have the following meanings.

- 1.01. "ASSOCIATION" shall mean and refer to "Neighborhood Association".
- 1.02. "Business Unit" shall mean and refer to each one-tenth of an acre of a commercial or institutional Plot as provided in the General Development Plan; thus each acre of such property shall have ten Business Units assigned to it.
- 1.03. "DECLARANT" shall mean and refer to RIVER WILDERNESS OF BRADENTON, INC., a Florida corporation, presently having its principal place of business in Manatee County, Florida, its successors or assigns of any or all of its rights under this Declaration.
- 1.04. "Declaration" shall mean and refer to this document, entitled Declaration and General Protective Covenants, as the same may be amended from time to time.
- 1.05. "Dwelling Unit" shall mean and refer to any residential unit intended for occupancy by one family or household, as provided in the General Development Plan.
- 1.06. "FOUNDATION" shall mean and refer to RIVER WILDERNESS OF BRADENTON FOUNDATION, INC., a Florida corporation not for profit, which has its principal place of business in Manatee County, Florida, its successors or assigns.
- 1.07. "Foundation Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the FOUNDATION for the common use and enjoyment of its Members.
- 1.08. "General Development Plan" shall mean and refer to the DECLARANT's plan of RIVER WILDERNESS as it may be amended from time to time by DECLARANT, showing the land uses and the Property Units assigned by DECLARANT to the various portions of the Properties.
- 1.09. "Governing Documents" shall mean and refer to the Declaration, and the Articles of Incorporation and By-Laws of the FOUNDATION, all as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the Governing Documents, the controlling provision shall be that first appearing in the following sequence: the Declaration, the Articles, the By-Laws.
- 1.10. "Members" shall mean and refer to those Persons who are entitled to membership in the FOUNDATION as provided in its Articles of Incorporation and By-Laws. The two classes of membership are:
- (a) "Class A" shall mean and refer to the class of membership which includes all Members with the exception of the DECLARANT for so long as it is a Class B Member.
- (b) "Class B" shall mean and refer to the class of membership which includes only the DECLARANT.
- 1.11. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, business development or other sub-area development.
- 1.12. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium

association, or other such entity, their successors and assigns, for any particular Neighborhood.

1.13. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of its members.

1.14. "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to one or more specific Neighborhoods but not to all Neighborhoods.

1.15. "OWNER" shall mean and refer to a record owner of a fee simple title to any Plot located within the Properties, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

1.16. "P.R.D.D." shall mean and refer to the Planned Residential Development District document, R-80-75, approved by the Manatee County Board of County Commissioners on November 24, 1980, as it may from time to time be amended.

1.17. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.18. "Plot" shall mean and refer to a platted lot, a platted parcel, a condominium unit together with the undivided share of the common elements which is appurtenant to the unit, or any quantity of land, including any fixtures and improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a unit.

1.19. "Properties" shall mean and refer to those certain lands located within RIVER WILDERNESS PHASE I and such additional lands located within RIVER WILDERNESS as may hereafter be subjected to this Declaration pursuant to Article 2 hereof.

1.20. "Property Unit" shall mean and refer to any Dwelling Unit or any Business Unit; each Plot shall have such number of Property Units as may be assigned to it by DECLARANT in accordance with the provisions of this Declaration.

1.21. "RIVER WILDERNESS" shall mean and refer to those certain lands located in Manatee County, Florida, within the general boundaries of Old Tampa Road, Fort Hamer Road and the Manatee River, more particularly described in the P.R.D.D., and such other lands as may, from time to time, be added to or subtracted from said lands pursuant to Article 2 hereof.

1.22. "RIVER WILDERNESS PHASE I" shall mean and refer to those certain lands, located in RIVER WILDERNESS, containing approximately 370.67 acres, and being more particularly described on the attached 3-page Exhibit "A", being those same lands within the boundaries of the plat of subdivision bearing the same name to be recorded in the Public Records of Manatee County, Florida, subsequent to the recording of this Declaration.

1.23. "Structure" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

ARTICLE 2

DECLARANT'S RIGHTS AND POWERS

2.01. Additions to the Properties.

(a) DECLARANT shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands within RIVER WILDERNESS to the Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, AND THE NUMBER OF MEMBERS, AND THE NUMBER OF PROPERTY UNITS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE FOUNDATION.

(b) At the time that any additional lands are made subject to this Declaration, DECLARANT may also 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.

(c) The execution and recordation of this Declaration shall not be construed to require DECLARANT to subject any lands within RIVER WILDERNESS, other than RIVER WILDERNESS PHASE I, to the covenants, conditions, restrictions or other provisions of this Declaration or any other recorded instrument. The DECLARANT may in its discretion subject any Neighborhood within RIVER WILDERNESS PHASE I to Neighborhood Covenants by recording an instrument establishing such Neighborhood Covenants; provided that such Neighborhood Covenants may modify or elaborate upon or clarify the covenants, conditions, restrictions or other provisions of this Declaration, but may not directly contradict same in any material matter.

2.02. Property Additions to RIVER WILDERNESS.

(a) DECLARANT shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to add lands to RIVER WILDERNESS, without the consent of the Class A Members so long as DECLARANT is a Class B Member, and thereafter only with the consent of a majority of the Class A Members.

(b) Such additions shall be made by recording an instrument which adds such lands to RIVER WILDERNESS, but the same shall not create nor shall it impose any duty or any obligation on the DECLARANT to subject such additional lands to any covenant, condition, restriction or other provision of this Declaration, or of any other recorded instrument but in the event DECLARANT so elects it may subject such additional lands to the provisions of this Declaration (or to the provisions of any other recorded instrument) in accordance with the provisions of Section 2.01.

2.03. Foundation Common Area.

(a) DECLARANT shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license or other use right to real property within or without RIVER WILDERNESS, to the FOUNDATION for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Foundation Common Area until actually so conveyed, leased or a grant of license or other use right is created by a written instrument.

(b) Any such conveyance, lease or grant of license or use right to the FOUNDATION may be exclusive or nonexclusive so that persons or entities other than FOUNDATION may or may not have a right,

power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, license or the use of which has been granted. FOUNDATION must accept from DECLARANT any such conveyance, lease, grant of license or grant of use right. FOUNDATION shall not accept, from any person other than DECLARANT, a conveyance, lease, grant of license or grant of use right except upon the prior written approval of the DECLARANT.

(c) Prior to any conveyance, lease or grant of license or other use right by DECLARANT to FOUNDATION of any property, DECLARANT shall have the right to charge reasonable fees for the use of such property; thereafter the right to use such property may be subject to reasonable rents, fees and other charges in favor of the FOUNDATION; in any event, rents, fees and other charges required to be paid to DECLARANT under leases, grants, licenses or contracts creating use rights shall continue to be paid.

(d) Subsequent to the conveyance by the DECLARANT to the FOUNDATION, there shall be no further disposition thereof by sale or otherwise except to an organization conceived and organized to own and maintain such Foundation Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

2.04. Other Entities or Associations.

DECLARANT shall have the right and the power, but neither the duty nor the obligation, to record an instrument subjecting the additional lands as provided in Sections 2.01 and 2.02 to protective covenants, conditions, restrictions or provisions other than those provided for in this Declaration. Such provisions may or may not create property owners' associations, homeowners' associations, condominium associations or entities other than the FOUNDATION. Such other entities may or may not have the same, additional, or different rights, powers, duties or privileges with respect to such additional lands; provided, however, that any such recorded instrument may subject such additional lands to the jurisdiction of the FOUNDATION, and may make the owners of such additional lands Members of the FOUNDATION under such terms and conditions as may be provided therein, which may be the same as or substantially different from the terms and conditions of membership as are provided herein.

2.05. Enforcement.

(a) DECLARANT reserves unto itself the right, and the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration, (ii) to waive any covenant, condition, restriction or provision of this DECLARATION in DECLARANT's discretion, and (iii) to delegate or assign, either exclusively or nonexclusively, any or all of its rights, powers, duties or privileges hereunder to the FOUNDATION, or to a Neighborhood Association, or to an OWNER, or to any other Person.

(b) The DECLARANT shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions without first applying for leave of court, to require specific performance of such provisions, to recover damages for violations of such provisions, and to enforce any lien created by this Declaration against the OWNER, the Property Unit or any Person having an interest in the Property Unit if such Person is liable therefor. Failure by DECLARANT, or the FOUNDATION, or an Association, or any OWNER, or any other Person, to enforce any of such provisions shall in no event be deemed a waiver of his/its/their right to do so thereafter.

(c) The costs and reasonable attorneys fees, including those

resulting from any appellate proceedings, incurred by DECLARANT in any action against an OWNER to enforce any provision of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount thereof which remains due and unpaid shall be a continuing lien upon such OWNER's Plot or Property Unit, collectible in the manner provided in Article 6.

2.06. DECLARANT's Inaction.

Neither the execution and recordation of this Declaration nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in RIVER WILDERNESS to protective covenants, conditions or restrictions or other provisions shall obligate or require (i) DECLARANT to grant any right, power, duty or privilege of any nature or kind to the FOUNDATION or to any other entity, or (ii) DECLARANT, the FOUNDATION or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

2.07. Assignment.

Except as otherwise specifically provided herein, DECLARANT reserves the right and the power to delegate or assign, either exclusively or non-exclusively, to any person or entity, any or all of its right, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT SHALL BE UNDER NO OBLIGATION TO DELEGATE OR ASSIGN ANY OF ITS RIGHTS, POWERS, DUTIES AND PRIVILEGES CONTAINED IN THIS DECLARATION TO ANY PERSON OR ENTITY.

2.08. DECLARANT's Right of First Refusal in the Transfer of Unimproved Properties.

(a) So long as DECLARANT owns any land within RIVER WILDERNESS, no Plot upon which a permanent Structure has not been constructed shall be sold or transferred unless and until the OWNER of such Plot shall have first offered to sell such Plot to DECLARANT and DECLARANT has waived, in writing, its right to purchase said Plot.

(b) Any OWNER intending to make a bona fide sale of his Plot or any interest therein shall give to DECLARANT notice of such intention together with a copy of the fully executed proposed contract of sale (the "Proposed Contract"). Within fifteen (15) days of receipt of such notice and information, DECLARANT shall either exercise, or waive exercise of, its right of first refusal. If DECLARANT elects to exercise its right of first refusal, it shall, within fifteen (15) days after receipt of such notice and information, deliver to the OWNER an agreement signed by DECLARANT to purchase said Plot upon the following terms:

(i) The price to be paid, and the terms of payment, shall be identical to those stated in the Proposed Contract;

(ii) The closing date shall be that set forth in the Proposed Contract except that DECLARANT may elect a closing date of up to forty-five (45) days from the date of agreement if the date in the Proposed Contract is less than that period of time.

(c) If DECLARANT shall elect to waive its right of first refusal, DECLARANT's waiver shall be evidenced by a certificate executed by DECLARANT in recordable form which shall be delivered to the OWNER. Failure by the DECLARANT to elect to exercise its right of first refusal within the fifteen (15) day period set forth in (b) above shall be the equivalent of a waiver.

(d) Any sale of a Plot upon which a permanent Structure has not been constructed, without notice to the DECLARANT and waiver by

the DECLARANT of its right of first refusal, shall be void.

(e) This paragraph 2.08 shall not apply to a transfer to or subsequent sale by any bank, life insurance company, savings and loan association, mortgage company, or similar generally recognized institutional lender, which acquires its title as the result of holding a mortgage on said Plot, and this shall be so regardless of whether title is acquired by deed or foreclosure proceedings or deed in lieu of foreclosure. Neither shall it apply as to any transfer of title at a duly advertised public sale with open bidding which is conducted pursuant to law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Further, it shall not apply to a transfer from an OWNER to his/her spouse, lineal descendant, lineal ascendant, brother or sister.

ARTICLE 3

RESTRICTIONS

3.01. Use Restrictions.

The Properties may be used for those purposes as provided in the DECLARANT's General Development Plan. The P.R.D.D. contains certain provisions which allow flexibility in assigning and reassigning various land uses to the real property within RIVER WILDERNESS. DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property within RIVER WILDERNESS as provided by the P.R.D.D., and to inaugurate and implement variations from, modifications to, or amendments of the P.R.D.D. and any other governmental plans, land development regulations, development orders and development permits applicable to RIVER WILDERNESS.

3.02. Plans, Specifications and Locations of Structures.

(a) DECLARANT may establish and from time to time modify, standards for the control of the design of all Structures and other work within RIVER WILDERNESS.

(b) No Structure shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any Structure or Plot or of any Foundation Common Area or Neighborhood Common Area be done without the prior written approval of the DECLARANT.

(c) Each OWNER shall, prior to the commencement of any construction, submit in sequence to DECLARANT the following materials: (i) a "preliminary concept" plan which shall include schematic site plans, floor plans and exterior elevations; (ii) "design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plans and design proposals. DECLARANT shall, in writing, after receipt of each required submittal, approve, reject, or approve subject to change, such plans, proposals and specifications as are submitted to it as required above. Failure to obtain written approval of DECLARANT of all such plans, proposals and specifications prior to the commencement of any construction shall be deemed a material breach hereof and DECLARANT shall then have the right, in addition to any other right set forth herein or permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith.

(d) The approval, rejection or withholding of any approval by DECLARANT of the plans, proposals, and specifications and the location of all Structures, and every alteration of any Structure shall not be construed or interpreted as a representation or determination by DECLARANT that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Manatee County and any other appropriate governmental agencies prior to commencement of any work or construction.

(e) DECLARANT shall have no duty, responsibility or liability to any OWNER or to any other Person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. DECLARANT may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. DECLARANT's decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding Structures, vegetation, topography, and the overall community design, (ii) the character of the exterior materials, (iii) the planned quality of the exterior workmanship, (iv) DECLARANT's design and construction standards, (v) the General Development Plan, or (vi) any other material and relevant factors.

3.03. Colors.

No exterior colors of any Structure shall be permitted that, in the sole judgment of DECLARANT, would be inharmonious or discordant or incongruous with RIVER WILDERNESS, the Properties or the particular Neighborhood. Any future exterior color changes desired by OWNER must be first approved by DECLARANT in writing.

3.04. Factory Built Structures.

No Structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected without the prior written permission of DECLARANT.

3.05. Landscaping.

All areas not covered by Structures, walkways or paved parking facilities shall be preserved and maintained as lawn or landscape areas, with underground sprinkler systems, to the pavement edge of any abutting streets and to the waterline of any abutting Foundation Common Area, Neighborhood Common Area, lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a detailed plan approved by DECLARANT. Without prior written approval from the DECLARANT, no tree with a circumference greater than eight (8) inches at any point shall be removed unless it is within the area designated for a Structure, walkway or driveway. All required lawns and landscaping shall be completed at the time of completion of the Structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by OWNER.

3.06. Driveways and Parking Area.

No gravel, blacktop or other paved residential parking strips will be allowed unless first approved in writing by DECLARANT. Driveways and parking areas must be constructed with materials as first approved in writing by DECLARANT.

3.07. Underground Utility Lines.

All electric, telephone and other utility lines must be installed underground.

3.08. Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, satellite dishes, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in advance by DECLARANT in writing. A flagpole for display of the American Flag only (unless another flag is approved in writing by DECLARANT) shall be permitted and its height and location (and, in the case of any flag other than the American Flag, its design) must be first approved in writing by DECLARANT. An approved flagpole shall not be used as an antenna.

3.09. Temporary and Accessory Structures.

No tent, shed, doghouse, playhouse, storage bin, barn or other temporary Structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved by DECLARANT in writing. Any signs to be used in conjunction with any temporary Structure must also be approved by DECLARANT in writing. Adequate landscaping shall be installed and maintained by OWNER, around any temporary Structure in sufficient quantity so that the Structure shall not be readily visible from any adjacent streets and properties. No accessory Structure shall be permitted except with the prior written approval of DECLARANT.

3.10 Outdoor Equipment.

All garbage and trash containers, bottled gas tanks, swimming pool equipment and housing and sprinkler pumps and other such outdoor equipment must be underground or placed in walled-in or sight-screened fenced-in areas so that they shall not be readily visible from any adjacent streets and properties, or adequate landscaping shall be installed around these facilities and maintained by the OWNER.

3.11. Air Conditioners.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets and properties. Wall air conditioning units may be permitted only upon the prior written approval of DECLARANT. Window air conditioning units shall not be permitted.

3.12. Solar Collectors.

Solar collectors shall only be permitted at locations and on Structures as are first approved in writing by DECLARANT.

3.13. Signs.

No sign, freestanding or otherwise installed, shall be erected or displayed in or on any Plot or Structure, unless the placement, character, form, size, color, lighting and time of placement of such sign be first approved in writing by DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

3.14. Walls, Fences and Shutters.

No wall or fence shall be constructed with a height of more than six feet (or less if applicable Manatee County building codes establish a lower height) above the ground level of an adjoining Plot, and no hedge or shrubbery abutting the Plot lines shall be permitted with a height of more than six feet without prior written approval of DECLARANT. No wall or fence shall be

constructed on any Plot until its height, length, type, design, composition, material and location shall have first been approved in writing by DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by DECLARANT, whose decision shall be final. Hurricane or storm shutters shall not be stored on the exterior of a residence or other Structure.

3.15. Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by DECLARANT.

3.16. Clothes Drying Area.

No outdoor clothes drying area shall be allowed unless approved in writing by DECLARANT.

3.17. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(a) No truck, work van or other commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless such vehicle is necessary in the actual construction or repair of a Structure or for ground maintenance.

(b) No truck, work van or other commercial vehicle, and no recreational vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a Structure. However, an OWNER may park a recreational vehicle overnight for one night only in preparing for or returning home from a trip.

(c) No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a Structure.

(d) A truck, work van or other commercial vehicle may be permitted to be parked, on a Plot assigned Business Units, for periods of more than four hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle may be permitted only to the rear of a principal Structure on a Plot assigned Business Units.

(e) None of the aforementioned vehicles shall be used as a domicile residence, either permanent or temporary.

(f) Paragraphs (a) through (e) shall not be deemed to prohibit any temporary facility permitted pursuant to Section 3.09.

3.18. Pets and Animals.

(a) Commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers. All animals shall be contained on the OWNER's Plot and shall not be permitted to roam free. An OWNER is responsible for cleaning up after his pet.

(b) Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Plot assigned Business Units upon the written approval of DECLARANT. DECLARANT may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

(c) No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept.

3.19. Maintenance of Premises.

No weeds, underbrush, or other unsightly growth shall be permitted

to grow or remain upon any Plot and no refuse or unsightly objects shall be allowed to be placed or shall be suffered to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, Structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition, and all Structures shall be maintained in finished, painted and attractive condition.

3.20. Water Management Areas.

(a) No Structure of any kind shall be constructed or erected, nor shall OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by DECLARANT to be served for, drainage ways, sluiceways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of DECLARANT and, if applicable, Manatee County and/or Southwest Florida Water Management District .

(b) OWNER shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by DECLARANT, FOUNDATION or any appropriate governmental agency (including, without limitation, Manatee County or Southwest Florida Water Management District) that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by filling in any water or retention and drainage areas of which it abuts. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention and drainage areas that have been or may be created by easement without the prior written consent of DECLARANT and, if applicable, Manatee County and/or Southwest Florida Water Management District.

3.21. Nuisances.

Nothing may or shall be done which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section 3.21 shall be decided by DECLARANT whose decision shall be final.

3.22. Speeding, Traffic Control.

DECLARANT hereby retains and reserves unto itself the right to set speed limits and other traffic control measures for all vehicles within RIVER WILDERNESS. Each OWNER by acceptance of his deed agrees to obey and follow all such speed limits and other traffic control measures as established from time to time. DECLARANT may impose any reasonable penalties on an habitual violator, including, without limitation, the temporary suspension of driving privileges within the Properties or any portion thereof.

3.23. Privacy Gate.

DECLARANT may establish one or more privacy gates or security gates on the Properties. Each OWNER by acceptance of his deed agrees to obey and follow the policies established from time to time for the operation of such gate and to contribute to the funding for staffing of same and for such other security measures as the DECLARANT or FOUNDATION or governing ASSOCIATION may determine as in the best interests of the Members, such contribution to be by way of inclusion in the annual budget or by special assessment in accordance with Article 6 hereof or the appropriate section of the assessing body's governing instrument.

3.24. DECLARANT's Exculpation.

DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

3.25. Subdivision and Regulation of Land.

(a) No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with the provisions of the P.R.D.D. DECLARANT shall assign the number of Dwelling Units for each Plot, and the number of Dwelling Units assigned to each Plot shall not be increased by any OWNER and shall not be exceeded without the prior express written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT.

(b) No covenant, condition, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership, and particularly a condominium shall not be construed as constituting a subdivision of any Plot provided that the number of Property Units of the condominium is not greater than the number of Property Units assigned to the Plot.

(c) An OWNER shall not inaugurate or implement any variation from, modification to, or amendment of the P.R.D.D. or any other governmental plans, land development regulations, development orders or development permits applicable to RIVER WILDERNESS, to the Properties, or to any Plot, without the prior written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT.

3.26. OWNER and Member Compliance.

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS, Members and Persons to whom a Member has properly delegated his right of use in and to the Foundation Common Area, but also to any other Person occupying an OWNER's Plot under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied, licensees, invitees or guests.

(b) Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of these provisions and, in addition, the OWNER shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

ARTICLE 4

PROPERTY RIGHTS AND FOUNDATION COMMON AREA

4.01. Members Rights and Easements.

(a) Every Member shall have a right and easement of enjoyment and use in and to the Foundation Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to:

(i) the right of the FOUNDATION to charge reasonable admission and other fees for the use of any Foundation Common Area;

(ii) the right of the FOUNDATION to suspend a Member's right to

vote, and a Member's right to the use of Foundation Common Area, for any period during which any assessment against the Member's Plot or any obligation of the Member to the FOUNDATION remains unpaid, and for a reasonable period during or after any infraction of the FOUNDATION's rules and regulations;

(iii) the right of the FOUNDATION to dedicate or transfer all or any part of the Foundation Common Area to any governmental agency, public authority, or utility;

(iv) the right of the FOUNDATION to borrow money for the purpose of improving the Foundation Common Area and in aid thereof to mortgage Foundation Common Area;

(v) the right to take such steps as are reasonably necessary to protect Foundation Common Area against foreclosure; and

(vi) the provisions of this Declaration, or any other applicable recorded instrument, the Articles of Incorporation and By-Laws of the FOUNDATION, and any rules and regulations governing use and enjoyment of the Foundation Common Area adopted by the FOUNDATION.

(b) So long as there is a Class B Member, any and all rights of a Member and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to pursuant to this Article 4 shall be subject to, and shall not be effective without, the written approval of the Class B Member.

4.02. Delegation of Right.

(a) A Member may delegate his right of use in and to the Foundation Common Area to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the FOUNDATION By-Laws and in accordance with the FOUNDATION's rules and regulations, as amended from time to time.

(b) Each member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Foundation Common Area. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the FOUNDATION's rules and regulations by such Person shall be deemed to be an infraction by such Member.

4.03. Conveyance and Use.

(a) Any real property conveyed, leased, or the use of which has been granted by DECLARANT or any third party to the FOUNDATION as Foundation Common Area is not and shall not be deemed dedicated for use by the general public, but is and shall be deemed restricted for the common use and enjoyment of Members.

(b) DECLARANT may convey property to the FOUNDATION in either an improved or an unimproved condition, with or without any specific restrictions on its use, and FOUNDATION must accept such property. The FOUNDATION shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of DECLARANT, so long as DECLARANT owns any land in RIVER WILDERNESS that it holds for the purpose of development.

4.04. FOUNDATION's Rights and Powers.

(a) Subject to the provisions of this Declaration or any other applicable recorded instrument and the FOUNDATION's Articles and By-Laws, the FOUNDATION shall have the right and the power to develop, promulgate and enforce rules and regulations for the use and enjoyment of Foundation Common Area.

(b) No Foundation Common Area shall be used in violation of any rule or regulation or other requirement of the FOUNDATION established pursuant to the provisions of this Declaration or the By-Laws.

4.05. DECLARANT's Rights and Powers.

(a) DECLARANT shall have the right and the power to regulate and control the external design and appearance of Foundation Common Areas in such a manner as (i) to promote a quality environment which will preserve the value of the Member's Plots, and (ii) to foster the attractiveness and functional utility of RIVER WILDERNESS as a place to live, work and play, including a harmonious relationship among Structures, vegetation and topography.

(b) The Foundation Common Area shall be subject to the provisions of Article 3. The uses of the Foundation Common Area shall be in conformity with the uses permitted in Article 3. The provisions of Article 3 shall not be applicable to any property owned by DECLARANT prior to its conveyance to the FOUNDATION.

(c) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Foundation Common Area. The DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Foundation Common Area which may be or become a nuisance to residents or Members.

(d) Any use of Foundation Common Area shall be subject to the prior written approval of DECLARANT so long as DECLARANT owns any land in RIVER WILDERNESS that it holds for the purpose of development.

4.06. Maintenance and Repair.

(a) The FOUNDATION shall be responsible for the maintenance, repair and control of Foundation Common Area and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times. The expense thereof shall be a common expense of the FOUNDATION, collected as part of its assessments per Article 6 hereof. Provided, however, that if an item of such maintenance or repair is the result of an intentional or negligent act of a Member (or member of his family, guest, invitee, agent, licensee or tenant), then the cost of such item shall be the responsibility of the Member.

(b) In the event the FOUNDATION shall fail to maintain the Foundation Common Area, then the County of Manatee shall have the right to maintain same under and in accordance with the provisions of Section 205G.3 of the Manatee County Comprehensive Zoning and Land Development Code, as amended from time to time, which provisions are incorporated herein by reference.

(c) ASSOCIATION, and Manatee County per (b) hereof, is hereby granted authority to make limited entry upon any Plot, to the extent reasonably necessary, for the specific and limited purpose of performing the repair and maintenance of Common Areas described herein.

4.07. Disturbance of Common Area.

No portion of the Foundation Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of both the FOUNDATION and the Director of the Manatee County Planning and Development Department.

4.08. Right of Entry.

Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire personnel, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Foundation Common Area as may be necessary to perform their duties, and they are further hereby granted authority to enforce cleared emergency vehicle access in the performance of those duties.

ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS

5.01. Members.

(a) Every OWNER, so long as he owns a Plot within RIVER WILDERNESS, and the DECLARANT shall be Members of the FOUNDATION. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the FOUNDATION. Persons other than an OWNER may become Members of the FOUNDATION only if a membership right is created in such Person by the recordation of a written instrument as provided for in Section 2.04, which subjects lands within RIVER WILDERNESS, owned by such Person, to assessment by the Foundation in the manner provided for in Article 6.

(b) Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation and By-Laws of the FOUNDATION.

5.02. Voting.

Voting rights in the FOUNDATION, and provisions for voting control by the DECLARANT, are as set forth in the Articles of Incorporation and By-Laws of the FOUNDATION.

5.03. ASSOCIATION Control.

Each ASSOCIATION shall, in its By-Laws, establish a procedure by which any of its members who are entitled to cast votes as Members of the FOUNDATION shall cast their votes on FOUNDATION matters directly with the ASSOCIATION. Each ASSOCIATION shall have the duty to collect and tabulate the votes of its members. Each ASSOCIATION shall have the privilege of casting with the FOUNDATION all of the votes which its members would be entitled to cast as Members of the FOUNDATION. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block or in any other manner provided that it is fair, equitable, uniformly applied within the ASSOCIATION, and that does not result in the casting of fractional votes.

ARTICLE 6

ASSESSMENTS

6.01. Creation of the Lien and Personal Obligation.

(a) Each OWNER, by acceptance of a deed for a Plot, whether or not it shall be so expressed in such deed, shall be covenanting and agreeing to pay to the FOUNDATION: (i) an initial capital assessment to be paid at the time of closing of the first conveyance of a Plot from the DECLARANT to an OWNER, if the DECLARANT chooses to impose such initial capital assessment, (ii) annual assessments, (iii) special assessments for capital improvements.

(b) The assessments shall be fixed, levied, established and collected as provided in the By-Laws.

(c) The initial, annual and special assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such assessment is made. Any attorneys' fees collectible from an OWNER under any other provision of this Declaration or subsequent recorded instrument shall likewise be a continuing lien upon the OWNER's Plot.

(d) Each such assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such assessment fell due. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due during the time of his ownership and such personal obligation shall survive any conveyance.

(e) In the event that a Plot has been submitted to a plan of condominium ownership or to a property owners association, or to another such entity, then the Neighborhood Association thereof shall have the duty and responsibility for collecting and timely remitting to the FOUNDATION any and all FOUNDATION assessments and other charges; provided, however, that the FOUNDATION may, in its sole discretion, elect to collect due and unpaid FOUNDATION assessments and other charges directly from any OWNER personally and may impose a lien against such OWNER's Plot for the payment of such assessments and charges which are due and unpaid.

(f) The purposes, amount, rate, exemption from, and non-payment of initial, annual and special assessments, and the establishment of annual budgets shall be as set forth in the FOUNDATION's By-Laws.

(g) A Plot shall not be subject to assessment for so long as it is Foundation Common Area or Neighborhood Common Area, or it is owned by a governmental agency and used solely for a public purpose.

6.02. DECLARANT's Duties and Obligations.

(a) For any assessment year, the DECLARANT may elect to pay: (i) the portion of the actual expenses, less any provision for reserves, that were properly incurred by the FOUNDATION during that year which is greater than the sums received by the FOUNDATION from the payment of assessments for that year by OWNERS other than DECLARANT, or (ii) such amount as it would otherwise be obligated to pay if it had been subject to the annual assessment for that year on those Plots within the Properties of which it is the OWNER. DECLARANT shall make said election each year at such time and in such manner as shall be provided in the FOUNDATION's By-Laws.

(b) Except as specifically provided in this Section 6.02 and in the FOUNDATION's By-Laws, the assessment and lien provisions of this Article 6 shall not apply to any Plot owned by DECLARANT or by any successor developer succeeding DECLARANT whether by assignment or in reorganization or by other arrangement. The assessment and lien provisions of this Article 6 shall apply to a Plot of which the DECLARANT is the OWNER only after the occurrence of any one of the following events: (i) DECLARANT has conveyed the Plot to another OWNER, or (ii) a permanent Structure is constructed and completed on the Plot and it is occupied or regularly used, or (iii) DECLARANT executes and records a written instrument subjecting the Plot to the assessment and lien provisions of this Article 6.

(c) DECLARANT's duties and obligations as set forth herein shall be further subject to the conditions, restrictions and other limitations and any procedures for billing and payment as set

forth in the FOUNDATION's By-Laws.

6.03. Golf Course.

Because the golf course and clubhouse provide green space and an aesthetic benefit to all OWNERS, there shall not be any annual assessment or any special assessments in respect of or arising out of the golf course and the clubhouse or its underlying property or satellite fixtures and improvements, unless the DECLARANT shall decide to the contrary.

6.04. Lien.

The FOUNDATION is hereby granted a lien upon each Plot for the assessments set forth herein and in the FOUNDATION's By-Laws. The method of imposing and perfecting a lien for unpaid assessments shall be as set forth in the FOUNDATION's By-Laws.

ARTICLE 7

NEIGHBORHOOD ASSOCIATIONS

7.01. Individual Property.

(a) In the event that any Neighborhood Association, which has been granted a right of enforcement by DECLARANT, does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, By-Laws or rules and regulations, DECLARANT may, in its sole discretion, enforce such Neighborhood Covenants, or empower any other Person to do so, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6.

7.02. Entry Rights.

(a) Each Neighborhood Association and each OWNER shall permit DECLARANT or any agent or employee to enter upon Neighborhood Common Area and upon the OWNER's Plot at reasonable times to carry out the provisions of this Article and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use the Neighborhood Association's or OWNER's water from an outside spigot in reasonable amounts without compensation to the Neighborhood Association or the OWNER if used for maintenance on the Foundation Common Area or on the OWNER's Plot, as the case may be. This provision shall not be construed as authorizing the entry into any Structure located on any Plot.

7.03. Neighborhood Common Area.

(a) The FOUNDATION may contract with any Neighborhood Association to provide for the operation and maintenance of its Neighborhood Common Area.

7.04. Neighborhood Covenants.

DECLARANT reserves the right, and the power, without the consent of any other Person being required:

(a) To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods, and

(b) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

ARTICLE 8

GENERAL AND PROCEDURAL PROVISIONS

8.01. Utility Easements.

(a) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Properties, those easements shown upon any recorded plat and as may be shown on any future recorded plat of the Properties, and there is also hereby reserved, within such easements, areas and rights-of-way for such other purposes as DECLARANT in its sole discretion may in the future determine.

(b) DECLARANT hereby reserves the right, and the power, during a period of thirty (30) years from the date of the recordation of this Declaration to declare and file of record, additional easements granting the full and free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further public service facilities as DECLARANT may deem necessary, along, through, in, over and under a strip of land up to ten feet in width from all side, front and rear lines of any Plot. The duration of any such easement shall be as set forth in the instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

8.02. Public Facilities.

In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, DECLARANT is hereby authorized and empowered by all of the OWNERS, when DECLARANT in its sole discretion determines that it is necessary or desirable, to act on their behalf to contract for the installation of a water plant and supply system, irrigation water system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths and sidewalks, street lighting and any other facilities or services customarily furnished or provided by local governmental agencies. Each OWNER shall be liable for and shall promptly pay to the DECLARANT a prorata share of the cost of said water plant and supply system, irrigation water system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths, sidewalks, street lighting or other facilities or services, and said cost shall be apportioned among the Plots in proportion to their front footage, square footage, assessed value, total number of available Property Units, or by any other reasonable method as determined by the DECLARANT in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the construction of such facilities. The judgment of the DECLARANT in the letting of such contract and the expenditure of said funds in compliance with such contract shall be final. Each OWNER shall be vested with the right to benefit from (subject to charges for the use thereof) any water plant and supply system, irrigation water system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths, sidewalks, street lighting and other facilities and services. Each OWNER shall install, subject to the written approval of DECLARANT, all sewer connections, both storm and sanitary, so that direct connections can be made to the nearest street, alley, main or collection lines and the plan for such sewer connections shall be submitted to DECLARANT for approval prior to commencement of said construction. No OWNER shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of DECLARANT, and, if

permission is granted, OWNER may be required to connect to central potable or irrigation water systems when available and thereafter to discontinue any private well or system. DECLARANT in its sole judgment shall determine when an OWNER must connect to central potable or irrigation water systems and disconnect any private system.

8.03. Declaration and General Protective Covenants Run With the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns, (a) for a term of thirty (30) years from the date this Declaration is recorded, or (b) the date of the last addition of land to RIVER WILDERNESS or to the Properties in accordance with the provisions of Article 2, whichever is later, but not more than forty (40) years from the date of this Declaration, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of twenty-five (25) years, unless an instrument signed by the then OWNERS of Plots assigned at least two-thirds of the then total Property Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

8.04. Completion of Construction - Remedy.

When the construction of any Structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance, including completing the Structure or removing the Structure. The reason for such correction shall be solely in the discretion of DECLARANT and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 2.05(c).

8.05. Non-Liability of DECLARANT.

The DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any Person other than itself.

8.06. Amendment of Declaration.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, DECLARANT may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially impair the General Development Plan and the purposes and objectives set forth herein. Any amendment which would substantially impair the General Development Plan and the purposes and objectives set forth in this Declaration must have the affirmative vote of the then OWNERS of Plots assigned at least two-thirds of the total Property Units for the Properties which would be affected by such amendment.

8.07. Other Documents.

DECLARANT, FOUNDATION, any ASSOCIATION or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, By-Laws and other constituent

documents of such entity; however, no such entity may have rights, duties, power or privileges that are in conflict with the provisions of this Declaration.

8.08. Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

8.09. Dissolution.

In the event of dissolution of the FOUNDATION, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the annual assessment specified in Article 6 hereof and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assigns of FOUNDATION as the case may be for such assessment to the extent that such assessments are required to enable DECLARANT or any such successors or assigns acquiring any real property previously owned by the FOUNDATION to properly maintain, operate and preserve it. The provision of this Section 8.09 shall only apply with regard to the maintenance, operation and preservation of property which has been Foundation Common Area and continues to be used for the common use and enjoyment of OWNERS.

8.10. Gender, Number.

Wherever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

8.11. Notices.

(a) To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of State for the State of Florida, or at any other location designated by DECLARANT.

(b) To FOUNDATION. Notice to FOUNDATION as may be required herein or by the By-Laws of the FOUNDATION shall be in writing and delivered or mailed to the FOUNDATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida, or at any other location designated by FOUNDATION.

(c) To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Manatee County, Florida, or, if not shown thereon, to the address of the OWNER as shown on the deed recorded in the Public Records of Manatee County, Florida.

8.12. Construction.

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the General Development Plan and the purposes and objectives set forth herein, including the Preamble.

IN WITNESS WHEREOF, River Wilderness of Bradenton, Inc., a corporation organized and existing under the laws of the State of Florida, hereinabove referred to as DECLARANT, has caused the foregoing Declaration and General Protective Covenants to be executed, and its corporate seal to be hereunto affixed, by its undersigned duly authorized officer on the date set forth above.

WITNESSES:

RIVER WILDERNESS OF
BRADENTON, INC.



Carolyn E. Dryburgh
Laurie J. Clemons

BY Lloyd G. Sheehan
LLOYD G. SHEEHAN, PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared LLOYD G. SHEEHAN, to me known to be the President of RIVER WILDERNESS OF BRADENTON, INC., a Florida corporation, and who acknowledged before me that he did, as such President, execute the foregoing Declaration and General Protective Covenants as the act and deed of said corporation and that the same was executed for the purposes therein expressed.

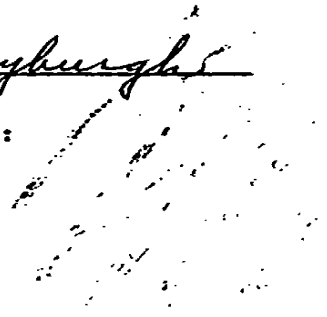
IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 31st day of December, 1984.

Carolyn E. Dryburgh
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 28, 1988
BONDED THRU GENERAL INS. UND.

This instrument prepared by:
Daniel E. Conley, Esquire
5600 North Tamiami Trail
Naples, Florida 33963
813/597-7184



LEGAL DESCRIPTION: RIVER WILDERNESS PHASE I

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TWP. 34 S., RGE. 19 E., ALSO BEING THE NORTHWEST CORNER OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE N 89°28'37" E, ALONG THE COMMON LINE BETWEEN SAID SECTION 6 AND 7, 687.74 FT. FOR A POINT OF BEGINNING (SAID POINT LYING 20.00 FT. EASTERLY OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 6); THENCE N 00°02'58" W, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SW 1/4 OF THE SW 1/4 AND 20.0 FT. EASTERLY THEREFROM, A DISTANCE OF 220.00 FT.; THENCE N 44°27'55" E, 841.40 FT.; THENCE N 72°34'21" E, 270.87 FT. TO A POINT ON A CURVE WHOSE RADIUS POINT LIES S 36°25'28" E, 675.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°21'56", A DISTANCE OF 287.05 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 475.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°22'10", A DISTANCE OF 351.26 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 575.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°21'05", A DISTANCE OF 575.56 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 950.00 FT.; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°43'03", A DISTANCE OF 227.44 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 575.00 FT.; THENCE RUN EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°47'39", A DISTANCE OF 449.54 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 15.00 FT.; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FT. TO THE P.T. OF SAID CURVE; THENCE N 34°00'00" E, 255.00 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 585.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°23'39", A DISTANCE OF 586.00 FT.; THENCE N 01°23'39" E, 223.51 FT.; THENCE N 89°38'10" W, PARALLEL WITH THE SOUTHERLY MAINTAINED R/W OF "OLD TAMPA ROAD"; AND 30.0 FT. SOUTHERLY THEREFROM A DISTANCE OF 2559.98 FT. TO THE INTERSECTION WITH THE WEST LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 6 (SAID POINT LYING N 00°12'29" E, A DISTANCE OF 731.57 FT. FROM THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SW 1/4); THENCE N 00°12'29" E, ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, 30.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY MAINTAINED R/W OF SAID "OLD TAMPA ROAD"; THENCE S 89°38'10" E, ALONG SAID SOUTHERLY MAINTAINED R/W, 3992.53 FT. TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 6 (SAID POINT LYING N 00°21'50" W, 2048.97 FT. FROM THE SOUTHEAST CORNER OF SAID SECTION 6); THENCE ENTERING SECTION 5, TWP. 34 S., RGE. 19 E., RUN S 89°45'57" E, ALONG THE SOUTHERLY MAINTAINED R/W OF SAID "OLD TAMPA ROAD", 2597.55 FT.; THENCE S 28°33'10" E, ALONG SAID MAINTAINED R/W 4.21 FT.; THENCE S 00°19'28" E, ALONG THE WESTERLY MAINTAINED R/W OF "FORT HAMER ROAD", 26.31 FT.; THENCE N 89°45'57" W, PARALLEL WITH THE SOUTHERLY MAINTAINED R/W OF SAID "OLD TAMPA ROAD" AND 30.0 FT. SOUTHERLY THEREFROM, 2599.52 FT. TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 5, (ALSO BEING THE EAST LINE OF SAID SECTION 6, TWP. 34 S., RGE. 19 E.); THENCE ENTERING SAID SECTION 6, RUN N 89°38'10" W, PARALLEL WITH SAID SOUTHERLY MAINTAINED R/W AND 30.0 FT. SOUTHERLY THEREFROM, A DISTANCE OF 867.51 FT.; THENCE S 00°00'00" E, 964.68 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 675.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°45'00", A DISTANCE OF 656.79 FT. TO THE P.T. OF SAID CURVE; THENCE S 55°45'00" W, 350.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 475.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°09'04", A DISTANCE OF 133.90 FT.; THENCE S 50°24'04" E, RADIAL TO LAST DESCRIBED CURVE, 144.06 FT.; THENCE S 00°00'00" E., 485.95 FT.; THENCE S 40°10'00" E, 335.41 FT.; THENCE N 49°50'00" E, 205.53 FT.; THENCE N 90°00'00" E, 135.00 FT.; THENCE S 65°10'00" E, 80.00 FT. TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 65°10'00" W, 1085.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°00'00", A DISTANCE OF 473.42 FT.; TO THE P.C.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 375.00 FT.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°35'00", A DISTANCE OF 128.17 FT.; THENCE S 20°35'00" E, RADIAL TO LAST DESCRIBED CURVE, 50.00 FT. TO A POINT ON

EXHIBIT "A"

A CURVE WHOSE RADIUS POINT LIES N 20°35'00" W, 425.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°35'00", A DISTANCE OF 145.26 FT.; THENCE S 40°10'00" E, RADIAL TO LAST DESCRIBED CURVE, 180.00 FT. TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 40°10'00" W, 1315.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°55'00", A DISTANCE OF 1007.94 FT. TO THE P.T. OF SAID CURVE; THENCE N 05°55'00" E, 360.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°25'00" A DISTANCE OF 107.19 FT. TO THE P.T. OF SAID CURVE; THENCE N 67°20'00" E, 84.12 FT. TO THE P.C. OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 785.40 FT. TO THE P.T. OF SAID CURVE; THENCE N 22°40'00" W, 110.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 200.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°55'00", A DISTANCE OF 212.64 FT. TO THE P.T. OF SAID CURVE; THENCE N 38°15'00" E, 195.94 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 275.00 FT.; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°00'00", A DISTANCE OF 307.18 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1633.24 FT.; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 570.11 FT. TO THE P.T. OF SAID CURVE; THENCE N 82°15'00" E, 328.32 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 236.33 FT.; THENCE RUN SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118°45'00", A DISTANCE OF 489.81 FT. TO THE P.C.C. OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 445.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°30'00", A DISTANCE OF 376.69 FT. TO THE P.T. OF SAID CURVE; THENCE S 69°30'00" W, 100.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 740.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°15'00", A DISTANCE OF 390.69 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1215.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°00'00", A DISTANCE OF 296.88 FT. TO THE P.T. OF SAID CURVE; THENCE S 53°15'00" W, 179.84 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°20'00", A DISTANCE OF 504.98 FT. TO THE P.T. OF SAID CURVE; THENCE S 11°55'00" W, 412.97 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1943.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°30'00", A DISTANCE OF 527.37 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 600.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°00'00", A DISTANCE OF 795.87 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1446.07 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°30'00", A DISTANCE OF 441.68 FT. TO THE P.T. OF SAID CURVE; THENCE S 28°05'00" E, 59.31 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 300.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°55'00", A DISTANCE OF 271.84 FT. TO THE P.T. OF SAID CURVE; THENCE S 80°00'00" E, 155.24 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°30'00", A DISTANCE OF 441.79 FT. TO THE P.T. OF SAID CURVE; THENCE S 12°30'00" E, 231.30 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124°15'00", A DISTANCE OF 433.71 FT. TO THE P.T. OF SAID CURVE; THENCE N 68°15'00" W, 594.25 FT.; THENCE N 90°00'00" W, 1314.99 FT.; THENCE S 21°00'00" W, 230.00 FT.; THENCE N 69°00'00" W, 94.44 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 784.33 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°00'00", A DISTANCE OF 287.47 FT. TO THE P.T. OF SAID CURVE; THENCE N 90°00'00" W, 334.95 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 275.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°35'00", A DISTANCE OF 377.17 FT. TO THE P.R.C. OF

A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 760.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $07^{\circ}53'01''$, A DISTANCE OF 104.57 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 7, TWP. 34 S., RGE. 19 E. (SAID POINT LYING N $89^{\circ}19'07''$ E, 368.27 FT. FROM THE SOUTHWEST CORNER OF SAID NE 1/4); THENCE S $89^{\circ}19'07''$ W, ALONG THE SOUTH LINE OF SAID NE 1/4, 186.27 FT. TO A CONCRETE MONUMENT FOUND ON THE EASTERLY BANK OF THAT CERTAIN CREEK AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 996, PAGE 3070 THRU 3072, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (SAID CONCRETE MONUMENT HEREINAFTER REFERRED TO AS POINT "A"); THENCE CONTINUE S $89^{\circ}19'07''$ W, ALONG THE SOUTH LINE OF SAID NE 1/4, 23.0 FT. MORE OR LESS TO THE INTERSECTION WITH THE CENTERLINE OF SAID CERTAIN CREEK; THENCE RUN ALONG THE SINUOSITIES OF SAID CREEK CENTERLINE, - - - (SAID CREEK CENTERLINE LYING GENERALLY SOUTHWESTERLY OF THE FOLLOWING DESCRIBED MATHEMATICAL CLOSING LINE: BEGIN AT THE CONCRETE MONUMENT FOUND ON THE BANK OF SAID CREEK HERETOFORE DESCRIBED AS POINT "A", THENCE N $13^{\circ}50'17''$ W, 571.25 FT. TO A CONCRETE MONUMENT FOUND ON THE EASTERLY BANK OF SAID CERTAIN CREEK; THENCE N $44^{\circ}34'55''$ W, 414.52 FT. TO A POINT ON A CURVE WHOSE RADIUS POINT LIES S $30^{\circ}00'00''$ W, 838.41 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $15^{\circ}00'00''$, A DISTANCE OF 219.49 FT. TO THE P.T. OF SAID CURVE; THENCE N $75^{\circ}00'00''$ W, 190.00 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1744.15 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $15^{\circ}00'00''$, A DISTANCE OF 456.62 FT. TO THE P.C.C. OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 575.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $24^{\circ}44'32''$, A DISTANCE OF 248.30 FT., TO THE INTERSECTION WITH THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S $89^{\circ}23'52''$ W, ALONG SAID SOUTH LINE, 104.81 FT. TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE NW 1/4, SAID POINT HEREINAFTER REFERRED TO AS POINT "B" FOR THE END OF SAID MATHEMATICAL CLOSING LINE) - - - IN A NORTHWESTERLY DIRECTION A DISTANCE OF 2100 FT. MORE OR LESS TO THE INTERSECTION WITH THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S $89^{\circ}23'52''$ W, ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NW 1/4, 40.0 FT. MORE OR LESS TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE NW 1/4 (SAID POINT ALSO BEING THE AFOREMENTIONED POINT "B"); THENCE N $00^{\circ}28'31''$ W, ALONG THE WEST LINE OF SAID NE 1/4 OF THE NW 1/4, 1340.01 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S $89^{\circ}28'37''$ W, ALONG THE COMMON LINE BETWEEN SAID SECTION 6 AND SAID SECTION 7, TWP. 34 S., RGE. 19 E., 647.74 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 5, 6, 7 AND 8, TWP. 34 S., RGE. 19 E., MANATEE COUNTY, FLORIDA.

CONTAINING 370.67 ACRES MORE OR LESS.

CONSENT BY MORTGAGEE

NCNB NATIONAL BANK OF FLORIDA, a Florida banking corporation, as the holder of a note and mortgage encumbering the lands and improvements described in the foregoing Declaration and General Protective Covenants, hereby consents to the recording of said Declaration. Nothing contained herein shall be deemed to or in any way limit or affect the note or the mortgage or the priority of the lien created thereby, and the sole purpose of this Consent is to acknowledge the consent of the mortgagee to the recording of the Declaration.

WITNESSES:

NCNB NATIONAL BANK OF FLORIDA

Wynell J. Burras
Carol O. M. Enche

By Thomas E. Malore
Authorized Officer



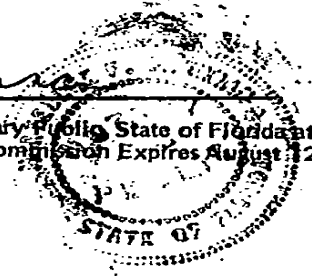
STATE OF FLORIDA

COUNTY OF Manatee

BEFORE ME, the undersigned authority, personally appeared Thomas E. Malore, to me known to be the Vice President of NCNB NATIONAL BANK OF FLORIDA, and who acknowledged before me that he did, as such officer, execute the foregoing Consent as the act and deed of the corporation and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 3rd day of January, 1985.

Wynell J. Burras
Notary Public
My commission expires: _____
Notary Public, State of Florida at Large
My Commission Expires August 12, 1986



RETURN THIS DOCUMENT TO:
DANIEL E. CONLEY, ESQ.
5500 N. TAMiami TRAIL
NAPLES, FLORIDA 33963

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE CNTY., FLA.
JAN 8 9 37 PM '85

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