

**SUPPLEMENT AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF RIVER WILDERNESS PHASE III-SUBPHASES E, F, G-1, G-2, G-3, H-1, H-2, AND M
(A/K/A THE ISLANDS OR THE ISLANDS ON THE MANATEE RIVER)**

This Supplement is made this 29th day of November, 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).

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 February 14, 2022 in Official Records Instrument Number 202241020352, of the Public Records of Manatee County, Florida (Fourth 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-3, consisting of seventeen (19) single-family sites and other lands, per plat thereof as recorded in BOOK 76 PAGES 55 THRU 60 of the 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, G-3, H-1, H-2 and M (a/k/a The Islands or The

ACCEPTED IN OPEN SESSION 11/29/22
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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

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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.
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9. "Neighborhood" shall mean and refer to those certain lands constituting River Wilderness Phase III, Subphases E, F, G-1, G-2, G-3, H-1, H-2 and M consisting of one hundred fifty-nine (159) one hundred seventy-eight (178) single-family sites and certain Limited Neighborhood Common Areas, Neighborhood Common Areas, and Common Areas.
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11. "Lot" or "Site" shall mean and refer to any area designated for one hundred fifty-nine (159) one hundred seventy-eight (178) single-family residential use, including improvements thereon. There are single-family Sites in the Neighborhood.
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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, G-3, H-1, H-2 and M consisting of one hundred fifty-nine (159) one hundred seventy-eight (178) single-family sites and other facilities, as well as additional lands that may hereafter be submitted to the terms and provisions hereof.

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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, 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, "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 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.

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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)~~ one hundred fifty-nine (159) 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 15-3934 in River Wilderness Phase III, Subphases G-1, G-2 and ~~G-3~~ 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 5440-79 in River Wilderness Phase III, Subphases G-1, G-2 and ~~G-3~~ 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 fifty-nine (159)~~ one hundred seventy-eight (178) 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 witness whereof, the undersigned representative of the Developer has caused this Supplement and Amendment to be executed this 1st day of November, 2022.

[Signature]
Witness signature
Dean Paquet
Printed name of witness
[Signature]
Witness signature
Susanne H. Johnson
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 1st day of NOVEMBER, _____, 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.

[Signature]
Notary Public

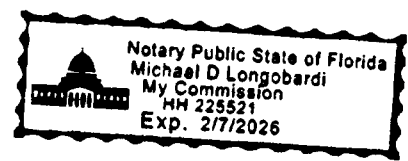


EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION

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

BEGIN AT THE NORTHWESTERLY CORNER OF LOT 35, RIVER WILDERNESS, PHASE III, SUBPHASE G-2, RECORDED IN PLAT BOOK X AT PAGE XX, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID CORNER BEING A POINT ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.21°05'03"E. A RADIAL DISTANCE OF 595.00 FEET, (THE FOLLOWING FOUR CALLS ARE ALONG THE WESTERLY LINE OF SAID RIVER WILDERNESS, PHASE III, SUBPHASE G-2); THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 00°53'09", A DISTANCE OF 9.20 FEET; THENCE N.68°01'48"W. A DISTANCE OF 204.12 FEET TO A POINT OF CURVATURE, (P.C.) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 05°56'06"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 64.74 FEET; THENCE N.27°54'18"E. A DISTANCE OF 235.00 FEET TO A POINT ON THE SOUTHERLY LINE OF RIVER WILDERNESS, PHASE III, SUBPHASE G-1, RECORDED IN PLAT BOOK 55 AT PAGE 67, SAID PUBLIC RECORDS, SAID POINT BEING ON THE ARC OF A CURVE TO THE RIGHT WITH THE CENTER POINT BEARING N.27°54'18"E. A RADIAL DISTANCE OF 390.00 FEET, (THE FOLLOWING FIVE CALLS ARE ALONG SAID SOUTHERLY LINE); THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 09°26'10", A DISTANCE OF 64.23 FEET TO A POINT OF COMPOUND CURVATURE, (P.C.C.) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 04°06'58"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 93.39 FEET; THENCE N.48°32'34"W. A DISTANCE OF 39.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 07°13'09"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 6.30 FEET; THENCE N.41°19'26"W. A DISTANCE OF 76.21 FEET; THENCE N.03°20'58"E. A DISTANCE OF 15.57 FEET TO A POINT ON THE SOUTHERLY LINE OF RIVER WILDERNESS PHASE III, SUBPHASE H-2 RECORDED IN PLAT BOOK 61 AT PAGE 106, SAID PUBLIC RECORDS, (THE FOLLOWING 47 CALLS ARE ALONG SAID SOUTHERLY LINE); 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 A POINT OF REVERSE CURVATURE, (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.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 S.10°22'11"E. A DISTANCE OF 24.50 FEET; THENCE S.68°53'33"W., LEAVING SAID SOUTHERLY LINE A DISTANCE OF 109.61 FEET; THENCE S.20°49'53"W. A DISTANCE OF 104.15 FEET; THENCE S.07°15'44"W. A DISTANCE OF 69.81 FEET; THENCE S.06°01'58"W. A DISTANCE OF 61.82 FEET; THENCE S.00°20'59"E. A DISTANCE OF 38.28 FEET; THENCE S.19°27'59"W. A DISTANCE OF 31.83 FEET; THENCE S.08°26'43"W. A DISTANCE OF 72.22 FEET; THENCE S.16°29'12"W. A DISTANCE OF 144.66 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 EIGHT CALLS ARE ALONG SAID MEAN HIGH WATER LINE); THENCE S.86°49'00"E. A DISTANCE OF 111.70 FEET; THENCE N.85°00'54"E. A DISTANCE OF 183.18 FEET; THENCE S.86°48'52"E. A DISTANCE OF 249.74 FEET; THENCE S.83°49'01"E. A DISTANCE OF 191.06 FEET; THENCE S.77°29'51"E. A DISTANCE OF 199.57 FEET; THENCE S.52°11'51"E. A DISTANCE OF 133.05 FEET; THENCE S.83°34'34"E. A DISTANCE OF 287.34 FEET; THENCE S.72°34'56"E. A DISTANCE OF 226.97 FEET TO THE AFOREMENTIONED WESTERLY LINE OF SAID RIVER WILDERNESS, PHASE III, SUBPHASE G-2; THENCE N.21°05'03"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 255.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,210,963 SQUARE FEET BEING 27.7999 ACRES, MORE OR LESS.

EXHIBIT "E"

NOTICE TO BUYERS

**NOTICE TO BUYERS OF RIVER WILDERNESS,
PHASE III- SUBPHASES E, F, G-1, G-2, G-3, H-1, H-2 and M**

To the Purchasers of Lots in River Wilderness, Phase III- Subphases E, F, G-1, G-2, G-3, 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 February 14, 2022 in Official Records Instrument Number 202241020352, of the Public Records of Manatee County, Florida (the "Fourth 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, G-3, H-1, H-2 and M (a/k/a The Islands or The Islands of River Wilderness) on _____ in Official Records Instrument Number _____, of the Public Records of Manatee County, Florida (the "Fifth 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, G-3, 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, 2022 through April 30, 2023 is \$1,850 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.
12. 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.
13. 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, G-2 and G-3 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, G-3, 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, G-3, 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, G-3, 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 2nd 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 2nd 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-3
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 & Rear Yard</u>	<u>Front Yard</u>	<u>Total Yard</u>
36	8	2	10
37	7	3	10
38	7	3	10
39	8	2	10
40	7	2	9
41	6	2	8
42	7	2	9
43	8	2	10
44	8	2	10
45	7	2	9
46	7	2	9
47	8	1	9
48	7	2	9
49	6	2	8
50	6	2	8
51	3	6	9
52	3	7	10
53	5	2	7
54	5	2	7

EXHIBIT "H"

LIST OF HOLDINGS

**LIST OF HOLDINGS
FOR RIVER WILDERNESS PHASE III - SUBPHASE G-3**

- 1. Tract 100: Private road right of way, private drainage, public utility easement**
- 2. Tract 500: Private drainage area, public flowage easement, storm water maintenance easement**
- 3. Tract 705: Wetland and Wetland Buffer**

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, G-3, 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, G-2, G-3, 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 15th day of NOVEMBER, 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 _____ as identification. If no type of identification is indicated the above-named person is personally known to me.

Notary Public

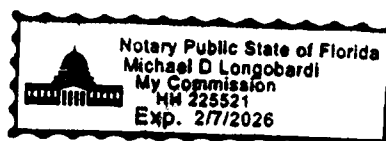


Printed Name

MICHAEL D LONGOBARDI

My Commission Expires

2-7-28



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, G-2, G-3, 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.

Linda Van Dillen

Linda Van Dillen, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1ST day of NOVEMBER, 2022 by Linda Van Dillen 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 *[Signature]*

Printed Name MICHAEL D LONGOBARDI

My Commission Expires 2-7-28



EXHIBIT "K"

2021 BUDGET & 10-YEAR FORECAST

RIVE ISLE ASSOCIATION, INC.
 10 YEAR BUDGET FORECAST

ITEM	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Lots Platted/Recorded	159	178	178	178	178	178	178	178	178	178
Lots Platted/Recorded - Added During Year	19	0	0	0	0	0	0	0	0	0
Total Lots Platted/Recorded	178	178	178	178	178	178	178	178	178	178
Number of Platted Lots	178	178	178	178	178	178	178	178	178	178
BUDGET LINE ITEMS										
Audit & Tax Preparation	6,350	6,541	6,737	6,939	7,147	7,361	7,582	7,810	8,044	8,285
Administrative	10,860	11,186	11,521	11,867	12,223	12,590	12,967	13,356	13,757	14,170
Insurance	31,380	32,321	33,291	34,290	35,318	36,378	37,469	38,593	39,751	40,944
Legal & Professional	2,400	2,472	2,546	2,623	2,701	2,782	2,866	2,952	3,040	3,131
Permits & Fees	65	67	69	71	73	75	78	80	82	85
Professional Mgmt. Fees	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
Office Expense	1,920	1,978	2,037	2,098	2,161	2,226	2,293	2,361	2,432	2,505
Landscape Contract	67,440	69,463	71,547	73,694	75,904	78,181	80,527	82,943	85,431	87,994
Grounds Maintenance/Supplies	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Nuisance, Exotic Plant Species Removal	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657
Electric for Common Area	5,100	5,253	5,411	5,573	5,740	5,912	6,090	6,272	6,461	6,654
Lake Maintenance	11,160	11,495	11,840	12,195	12,561	12,937	13,326	13,725	14,137	14,561
Maintenance Person	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183
Grounds-Other	83,595	86,103	88,686	91,347	94,087	96,910	99,817	102,811	105,896	109,073
Common Boat Dock Costs	2,340	2,410	2,483	2,557	2,634	2,713	2,794	2,878	2,964	3,053
Less: Common Boat Dock Fees	(2,340)	(2,410)	(2,483)	(2,557)	(2,634)	(2,713)	(2,794)	(2,878)	(2,964)	(3,053)
Recreation Use Costs-Other	20,150	20,755	21,377	22,018	22,679	23,359	24,060	24,782	25,525	26,291
Less: Recreation Use Fees	(20,150)	(20,755)	(21,377)	(22,018)	(22,679)	(23,359)	(24,060)	(24,782)	(25,525)	(26,291)
River Lodge	39,855	41,051	42,282	43,551	44,857	46,203	47,589	49,017	50,487	52,002
TOTAL	311,725	321,077	330,709	340,630	350,849	361,375	372,216	383,382	394,884	406,730
Maintenance Assessments	311,725	321,077	330,709	340,630	350,849	361,375	372,216	383,382	394,884	406,730
Developer Subsidy	0	0	0	0	0	0	0	0	0	0
	311,725	321,077	330,709	340,630	350,849	361,375	372,216	383,382	394,884	406,730
Annual Assessment - Per Lot	1,850	1,804	1,858	1,914	1,971	2,030	2,091	2,154	2,218	2,285

**RIVER WILDERNESS OF BRADENTON FOUNDATION
 10 YEAR BUDGET FORECAST**

ITEM	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Number of Lots Sold - BOY	890	926	926	926	926	926	926	926	926	926
Lots Recorded - The Islands	36	0	0	0	0	0	0	0	0	0
Number of Lots Sold - EOY	926	926	926	926	926	926	926	926	926	926
Number of Recorded Lots	36	0	0	0	0	0	0	0	0	0
BUDGET LINE ITEMS										
<u>River Wilderness</u>										
Grounds Contract	346,600	356,998	367,708	378,739	390,101	401,804	413,859	426,274	439,063	452,234
Infrastructure	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643	69,672	71,763
Grounds Maintenance	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619
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	36,736	37,838	38,973	40,142	41,347	42,587	43,865	45,181	46,536	47,932
Fountain Maintenance & Repair	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
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	204,234	210,361	216,672	223,172	229,867	236,763	243,866	251,182	258,718	266,479
Guardhouse Maintenance	11,000	11,330	11,670	12,020	12,381	12,752	13,135	13,529	13,934	14,353
Utilities	28,000	28,840	29,705	30,596	31,514	32,460	33,433	34,436	35,470	36,534
Security	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
On-Site Office	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438
On-Site Manager	72,000	74,160	76,385	78,676	81,037	83,468	85,972	88,551	91,207	93,944
Insurance-Bldg/Other	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143
Legal/Professional	75,000	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008	97,858
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	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Management Fee	42,756	44,039	45,360	46,721	48,122	49,566	51,053	52,584	54,162	55,787
Online Services Portal	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Storage Fees	500	515	530	546	563	580	597	615	633	652
Copying/Postage	12,500	12,875	13,261	13,659	14,069	14,491	14,926	15,373	15,835	16,310
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	3,500	3,605	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567
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	204,234	210,361	216,672	223,172	229,867	236,763	243,866	251,182	258,718	266,479
Boat Ramp Landscaping	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Tract 100 Maintenance	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
	1,235,622	1,272,691	1,310,871	1,350,198	1,390,703	1,432,425	1,475,397	1,519,659	1,565,249	1,612,206
Maintenance Assessments - BOY	1,205,622	1,241,791	1,279,044	1,317,416	1,356,938	1,397,646	1,439,576	1,482,763	1,527,246	1,573,063
Other Income	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143
	1,235,622	1,272,691	1,310,871	1,350,198	1,390,703	1,432,425	1,475,397	1,519,659	1,565,249	1,612,206
Annual Assessment - Per Lot	1,342	1,341	1,381	1,423	1,465	1,509	1,555	1,601	1,649	1,699