

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTSFORTRACT 11, RIVER WILDERNESS PHASE I

DECLARATION, made this 12<sup>th</sup> day of Sept., 1985, 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., a Florida Corporation having its principal place of business in Manatee County, Florida, the record owner of the real property hereinafter described, said real property being referred to herein as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and on other real property within RIVER WILDERNESS PHASE I, that certain DECLARATION AND GENERAL PROTECTIVE COVENANTS, same being recorded in Official Records Book 1100, Pages 3266 through 3290 of the Public Records of Manatee County, Florida; and,

WHEREAS, the Declaration provides that the DECLARANT may supplement the Declaration for any Neighborhood; and,

WHEREAS, DECLARANT has determined that in order to cause a quality development of duplex villas within the NEIGHBORHOOD and preserve the property values therein, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD,

NOW, THEREFORE, the DECLARANT declares that the real property constituting the NEIGHBORHOOD (as defined in Article 1 below) shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens set forth in the prior Declaration, and further subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens set forth in this current DECLARATION.

ARTICLE IDEFINITIONS

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

1.01. "ASSOCIATION" shall mean and refer to RIVER WILDERNESS VILLAS ASSOCIATION, INC., a Florida corporation not for profit, which has its principal place of business in Manatee County, Florida, its successors or assigns.

1.02. "Common Area" shall mean and refer to any real property, including any improvements and fixtures thereon, within RIVER WILDERNESS, (a) owned, leased or the use of which has been granted to the FOUNDATION or to the ASSOCIATION for the common use and enjoyment of its members, or (b) designated by DECLARANT for eventual turnover to the FOUNDATION or the ASSOCIATION. Same shall be referred to as either Association Common Area or Foundation Common Area.

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.

1.04. "Declaration" shall mean and refer to that certain document entitled DECLARATION AND GENERAL PROTECTIVE COVENANTS, recorded in Official Records Book 1100, Pages 3266 through 3290, of the Public Records of Manatee County, Florida, as amended from time to time.

1.05. "DECLARATION" shall mean and refer to this document, entitled DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR TRACT 11, RIVER WILDERNESS PHASE I, as amended from time to time.

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. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, business development or other sub-area development, within RIVER WILDERNESS.

1.08. "NEIGHBORHOOD" shall mean and refer to TRACT 11, RIVER WILDERNESS PHASE I.

1.09. "OWNER" shall mean and refer to a record owner of a fee simple title to any SITE within the NEIGHBORHOOD.

1.10. "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.

1.11. "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 Planned Residential Development District document, R-80-75, approved by the Manatee County Board of County Commissioners on November 24, 1980, and as it may from time to time be amended, and such other lands as may, from time to time, be added to or subtracted from said lands pursuant to Article 2 of the Declaration.

1.12. "RIVER WILDERNESS PHASE I" shall mean and refer to that certain subdivision, and all lands and other facilities therein, recorded in Plat Book 22, Pages 80 through 94, of the Public Records of Manatee County, Florida.

1.13. "SITE" shall mean and refer to any one or more (as the context may require) of those villa residences within the NEIGHBORHOOD. There are a total of fourteen (14) SITES within the NEIGHBORHOOD, which will be constructed in seven (7) duplex buildings of two (2) villa residences each.

1.14. "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

#### AND

### PLAN OF DEVELOPMENT

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 scheme of this DECLARATION by recording an instrument subjecting such additional lands to this DECLARATION, provided only that such additional lands shall be for villa or related residential uses.

(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 the NEIGHBORHOOD, to the covenants, conditions, restrictions or other provisions of this DECLARATION or any other recorded instrument.

#### 2.02. 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 rights, powers, duties or privileges created or provided for by this DECLARATION. 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.

#### 2.03. 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 other provision of this DECLARATION in DECLARANT's discretion, and (iii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to the FOUNDATION, or to the 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 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 SITE, or any Person having an interest in the SITE if such Person is liable therefor. Failure by DECLARANT, or the FOUNDATION, or the 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 attorney's 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 SITE, collectible in the manner provided in Article 5 hereof.

#### 2.04. Plan of Development.

(a) DECLARANT has designated the NEIGHBORHOOD for development of seven (7) duplex buildings, each building containing two (2)

distinct single-family villa residences. Attached hereto as Exhibit "A" and made a part hereof is a sketch of description of the NEIGHBORHOOD showing the fourteen (14) SITES, numbered and identified as 1 through 14.

(b) Attached hereto as composite Exhibit "B" and made a part hereof are fourteen (14) legal descriptions for the fourteen (14) SITES; Exhibit "B-1" describes SITE 1, Exhibit "B-2" describes SITE 2, and so forth. Conveyance to the OWNER by the DECLARANT shall be by general warranty deed using the appropriate Exhibit "B" legal description.

(c) The DECLARANT, in order to protect the NEIGHBORHOOD from additional and unplanned densities of use, hereby designates that the NEIGHBORHOOD may contain no more than the 14 SITES set forth herein.

### ARTICLE 3

#### COMMON AREA

##### 3.01. Designation of Common Areas.

(a) The areas shown on the recorded Plat for RIVER WILDERNESS PHASE I as Tracts 1, 2, 3, 13 and 16 are intended by the DECLARANT to be conveyed over as Foundation Common Area.

(b) All of those areas shown on Exhibit "A", other than those areas shown as SITES on Exhibit "B", are hereby declared to be Association Common Area. In other words, any and all portions of Tract 11 which are not SITES intended for conveyance to OWNERS are hereby declared to be Association Common Area.

(c) The recreation parcels which are part of the Association Common Area are so designated on Exhibit "A". DECLARANT shall complete the development of the recreation parcels, including the construction of the swimming pool and related Structures depicted on Exhibit "A".

##### 3.02. Title to Common Areas.

DECLARANT may retain title to the Common Areas so long as it owns any land within RIVER WILDERNESS PHASE I, and may use the Common Areas for any purpose, specifically including sales activities and the erection of Structures for DECLARANT's use, during such period of time. At any time on or before conveyance by DECLARANT of its last parcel of land within RIVER WILDERNESS PHASE I, and in any event not later than December 31, 1998, DECLARANT shall convey the Common Areas to the FOUNDATION or to the ASSOCIATION free of any debt but subject to all restrictions of record. Subsequent to the conveyance by the DECLARANT, there shall be no further disposition thereof by sale or otherwise except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

##### 3.03. OWNER'S Easements of Enjoyment.

Every OWNER of a SITE shall have a non-exclusive common right and easement of enjoyment and ingress and egress in and to the Common Areas which shall be appurtenant to and shall pass with the title to such SITE, subject to the following:

(a) Rules and regulations governing the use and enjoyment of the Common Areas adopted by the ASSOCIATION or the FOUNDATION from time to time.

(b) Restrictions set forth in the recorded Plat of RIVER

WILDERNESS PHASE I.

(c) The right of the DECLARANT to use and enjoy the same non-exclusive easements for itself and for such additional lands as the DECLARANT may add under Section 2.01 hereof.

(d) The right of the DECLARANT and/or the ASSOCIATION to use Association Common Areas for purposes deemed beneficial to the ASSOCIATION, including but not limited to drainage and utilities.

3.04. Repair and Maintenance.

(a) The ASSOCIATION shall be responsible for the maintenance and repair of the Association Common Area, and the expense thereof shall be a common expense of the ASSOCIATION, collected as part of its assessments per Article 5 hereof. Provided, however, that if an item of such maintenance or repair is the result of an intentional or negligent act of an OWNER (or member of his family, guest, invitee, agent, licensee or tenant), then the cost of such item shall be the responsibility of the OWNER.

(b) In the event the ASSOCIATION shall fail to maintain the 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 SITE, to the extent reasonably necessary, for the specific and limited purpose of performing the repair and maintenance of Common Areas described herein.

3.05. 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 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.

3.06. Disturbance of Common Area.

No portion of the Association 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 ASSOCIATION and the Director of the Manatee County Planning and Development Department.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS

4.01. Member.

(a) Every OWNER, so long as he owns a SITE within the NEIGHBORHOOD, including the DECLARANT as long as it owns SITES, shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of a SITE which is subject to assessment by the ASSOCIATION.

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

#### 4.02. Voting Rights.

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

### ARTICLE 5 ASSESSMENTS

#### 5.01. Creation of the Lien and Personal Obligation.

(a) Each OWNER, by acceptance of a deed for a SITE, whether or not it shall be so expressed in such deed, shall be covenanting and agreeing to pay to the ASSOCIATION: (i) an initial capital assessment to be paid at the time of closing, if the DECLARANT chooses to impose such initial capital assessment, (ii) annual assessments, (iii) special assessments for capital improvements, and (iv) a special assessment against the SITE owned by the OWNER when, in the opinion of the ASSOCIATION Board, it is necessary to impose such a special assessment in order to preserve the beauty, quality and value of the NEIGHBORHOOD, whether to perform maintenance, repair, or similar work, provided that thirty (30) days written notice must first be given to the OWNER of such SITE of the need for such work.

(b) The assessment 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 attorney's fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the SITE against which such assessment is made. Any attorney's fees collectible from an OWNER under any other provision of this DECLARATION shall likewise be a continuing lien upon the OWNER's SITE.

(d) Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, which includes those resulting from appellate proceedings, shall also be the obligation of the Person who was the OWNER of the SITE at the time such assessment fell due.

(e) 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 ASSOCIATION'S By-Laws.

#### 5.02. 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 ASSOCIATION during that year which is greater than the sums received by the ASSOCIATION 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 SITES within the NEIGHBORHOOD 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 ASSOCIATION'S By-Laws.

(b) Except as specifically provided in this Section 5.02 and in the ASSOCIATION'S By-Laws, the assessment and lien provisions of this Article 5 shall not apply to any SITE 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 5 shall apply to a

SITE of which the DECLARANT is the OWNER only after the occurrence of any one of the following events: (i) DECLARANT has conveyed the SITE to another OWNER, or (ii) a permanent Structure is constructed and completed on the SITE and it is occupied or regularly used, or (iii) DECLARANT executes and records a written instrument subjecting the SITE to the assessment and lien provisions of this Article 5.

(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 ASSOCIATION's By-Laws.

#### 5.03. Lien.

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

### ARTICLE 6

#### RESTRICTIONS

#### 6.01. Single-Family Use Only.

As described in Section 2.04 hereof, the SITES may be used for duplex villa residences (also called "dwelling units" herein) and for no other purposes. No business buildings may be erected on the SITES and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding this provision, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or model home.

#### 6.02. Children.

No person under the age of 14 years shall be permitted to permanently reside in a dwelling unit. The Board of Directors may establish rules and regulations whereby persons under 14 years of age may occupy a unit as a guest of an OWNER for limited reasonable periods of time.

#### 6.03. Nuisances.

No nuisances shall be allowed upon any SITE, nor shall there be allowed any use or practice which is the source of annoyance to other OWNERS. Each OWNER shall keep his SITE in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

#### 6.04. Noise.

Each OWNER shall exercise extreme care to regulate the use and occupancy of his dwelling unit so as to minimize noise, such as in the use of musical instruments, radios, television sets, amplifiers, or other loud speaker devices, so as not to disturb other residents.

#### 6.05. Pets.

Each OWNER, with the prior written approval of the ASSOCIATION, said approval not to be unreasonably withheld, may have in his dwelling unit one small domesticated pet of not more than 20 pounds when fully grown. All pets shall be kept on a leash while outside the dwelling unit. An OWNER shall clean up after his pet.

In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the ASSOCIATION, then the OWNER, when so notified in writing, shall be required to immediately remove said pet from the NEIGHBORHOOD.

#### 6.06. Leasing.

After approval by the ASSOCIATION a dwelling unit may be rented provided the occupancy is only by the Lessee and his immediate family, and permitted guests. No individual rooms may be rented, and no transient tenants may be accommodated. No lease shall be for a period of less than 30 days. An OWNER may not lease his dwelling unit more than three times per year.

#### 6.07. Easements.

The roadway easements, utility easements, drainage easements and lake flowage easements shown on the Exhibit "A" sketch of description are hereby declared, and each OWNER of a SITE shall take ownership subject to same. Further, the following easements and easement rights are hereby declared and reserved.

(a) Utilities. The DECLARANT and the ASSOCIATION may grant electric, gas, cable television, telephone, water, sewer, or other utility or service easements, or relocate any such existing easements, in any portion of the NEIGHBORHOOD, for the purpose of serving any NEIGHBORHOOD within RIVER WILDERNESS, provided that same may not prevent or unreasonably interfere with the reasonable use of the dwelling units for their intended purposes.

(b) Drainage. The DECLARANT and the ASSOCIATION may grant such drainage easements as are deemed necessary by them.

(c) Encroachments. Each SITE shall be subject to easements for encroachment which now exist or hereafter exist, caused by settlement or movement of any Structure erected by DECLARANT, or caused by minor inaccuracies in building or re-building, including the location of fences, landscaping, walkways, privacy walls and party walls, which encroachments shall be permitted to remain undisturbed, and such easements shall continue so long as the encroachments exist.

(d) Construction; Maintenance. The DECLARANT (including its agents, designees and contractors) may enter any SITE and take any reasonable action for the purpose of completing the construction of any Structure, or repair, replacement or maintenance of any portion of any Structure, provided such activity does not prevent or unreasonably interfere with the reasonable use of the dwelling units for their intended purposes.

#### 6.08. Garages, Carports and Storage Areas; Parking.

No garage shall be erected which is separate from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate at least one (1) automobile. The garage shall be kept clear so that the OWNER'S automobile(s) may be parked therein, and each OWNER shall use his best efforts to park his automobile(s) in the garage (rather than in the driveway or anyplace else). Automobiles and other vehicles shall not be parked on the lawn, on vacant SITES or on the road right-of-way. No garage shall be permanently enclosed or converted to other use. Carports are not permitted. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separate from the dwelling unit.

No personal property of OWNERS and occupants, such as bicycles, toys, equipment, barbeque grills, lawn furniture, etc., may be left or stored on the Common Areas outside the privacy walls of the Villas. No inoperative motor vehicle may be kept or stored



anywhere except fully enclosed in a garage.

The ASSOCIATION has the right to further restrict or control parking of vehicles and the storage of personal property, it being the intent of this provision that the NEIGHBORHOOD be kept free of unsightly conditions and that OWNERS have available a reasonable amount of temporary guest parking.

**6.09. Maintenance, Repair and Replacement.**

(a) Maintenance of Common Areas. All land, except land within the privacy walls of the dwelling units, shall be under the exclusive jurisdiction and responsibility of the ASSOCIATION, for the purposes of installation, maintenance and replacement of the landscaping, utilities and all installations of fixtures and facilities. No OWNER shall place, or cause to be placed, any landscaping, lighting, fixture, Structure or personal property on the area of any SITE outside the privacy walls, or within the area of the privacy walls if such can be viewed from outside of the dwelling unit located thereon, without prior written approval of the ASSOCIATION. The cost of maintaining the Common Areas shall be an ASSOCIATION expense.

(b) Maintenance of Exteriors of Dwelling Units. The ASSOCIATION shall paint and maintain the appearance of, and repair the roofs, driveways and exterior surfaces of, the dwelling units and appurtenant Structures, keeping the same roughly in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal wear and tear, despite the fact that the dwelling units are individually owned. Each OWNER hereby expressly and irrevocably appoints the ASSOCIATION as his agent for the purpose of performing said maintenance and repair, including painting. The cost of such maintenance is not part of the ASSOCIATION operating expenses, and shall be billed directly to the OWNER. Where the ASSOCIATION performs similar work on several dwelling units at one time, the cost shall be equitably apportioned among those dwelling units receiving such services. The amounts so billed may, if necessary, be secured by a lien on the SITE in the same manner as if they were ASSOCIATION assessments. The ASSOCIATION is not responsible for internal structural repairs or replacements, nor is it responsible for day-to-day cleaning.

(c) Lawn Maintenance. Basic lawn maintenance, that is, mowing, edging, fertilizing and the like, shall be performed by the ASSOCIATION as an ASSOCIATION operating expense. Any lawn maintenance required within the privacy walls of a dwelling unit shall be the responsibility of the OWNER of such dwelling unit. The ASSOCIATION shall maintain, repair and replace any underground sprinkler equipment and the related control boxes, pumps and other equipment, wherever located.

(d) Maintenance of SITE and Dwelling Unit. The OWNER of each dwelling unit shall maintain, repair and replace at his own expense all portions of his SITE and dwelling unit except those portions specifically required to be maintained by the ASSOCIATION.

(e) Correction of Health and Safety Hazards. Any conditions which are deemed by the ASSOCIATION to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the ASSOCIATION, and the cost thereof shall be charged to the responsible OWNER, and payment may be enforced by a lien against the SITE with the same force and effect as if the charge were part of the ASSOCIATION assessments.

**6.10. Party Walls.**

(a) Definition. Each wall which is built as part of the original construction of any duplex villa subject to this DECLARATION, and

placed on the dividing line between adjoining SITES, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 6.10, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

(b) Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the OWNERS who share the party wall, unless one OWNER can be shown to have been responsible for the damage which necessitated such repair.

(c) Binding Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration under the direction of the ASSOCIATION. Basically, the format for such arbitration shall be that each opposing party shall choose one (1) arbitrator, and the arbitrators shall jointly choose a third arbitrator, and the majority decision of the arbitrators shall bind the parties.

#### 6.11. Recreation Parcels.

The recreation parcels are to be used primarily for recreational purposes. The initial construction of the recreation parcels (and Structures thereon) shall be at the expense of the DECLARANT; the expenses of maintenance and operation of any recreation parcel (and Structures thereon) shall be an ASSOCIATION operating expense to be shared by all OWNERS, as with any other ASSOCIATION operating expense. The ASSOCIATION has the right to restrict the use of the recreation parcels to the extent necessary to further the health, safety, enjoyment and convenience of the OWNERS taken as a group. The ASSOCIATION has the further right to limit the use of the recreation parcels by any OWNER or his guests, lessees or invitees if, in the discretion of the ASSOCIATION, such action is necessary in order to promote the health, safety, enjoyment or convenience of the OWNERS taken as a group.

#### 6.12. Signs.

No sign of any kind shall be displayed to public view on any SITE or from the inside of any dwelling unit such as by placement in a window, except for the following: (a) the DECLARANT, or the sales agent for the DECLARANT, may place one professional sign on any SITE advertising the SITE for sale, and, if the dwelling unit is being so used, another professional sign designating a model home or sales office; (b) OWNERS shall not display or place any sign of any character, specifically including "for rent" or "for sale" signs, except that a sign displaying the word "open", not to exceed 2 square feet in size, may be displayed during any time the OWNER or his designated representative is in attendance in the dwelling unit. The ASSOCIATION may set standards for the character and composition of such signs in order to maintain uniformity.

#### 6.13. Sight Distance at Intersections.

No fence, wall, hedge or shrub or other planting, which, in the opinion of the ASSOCIATION, obstructs the line of sight at any intersection or obstructs the sight in a manner considered dangerous by the ASSOCIATION, shall be permitted.

#### 6.14. Enforcement, Right of Entry.

The ASSOCIATION is hereby granted full power and authority to enforce the restrictions of this Article 6, including the right, after reasonable notice to the OWNER, to enter upon any SITE for the purpose of enforcement.

### ARTICLE 7

#### GENERAL PROVISIONS

7.01. Property Units.

The DECLARANT has assigned and does hereby assign one property unit (as that term is defined in the Declaration) to each SITE for a total of fourteen (14) property units assigned to the NEIGHBORHOOD.

7.02. Necessary Exceptions for Development.

DECLARANT, or any successor to DECLARANT, shall undertake the work of developing all SITES within the NEIGHBORHOOD. The completion of that work and the sale or other disposition of the SITES is essential to the establishment and welfare of the NEIGHBORHOOD as an on-going residential community. In order that such work may be completed and the NEIGHBORHOOD established as a quality and complete residential community as soon as possible, nothing in this DECLARATION shall be understood or construed to prevent the DECLARANT, or its successors and assigns, from doing whatever it may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the NEIGHBORHOOD as a quality and complete residential community, and the disposition of the SITES by sale or otherwise.

7.03. Conflict.

In the event of any conflict between any provision of this current DECLARATION and the prior Declaration, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final; provided, however, that in the case of a clear contradiction, the prior Declaration shall control. As to conflict or inconsistency among this DECLARATION, the ASSOCIATION Articles of Incorporation, and/or the ASSOCIATION By-Laws, the controlling provision shall be that first appearing in the following sequence: the DECLARATION, the Articles, the By-Laws.

7.04. Declaration to Run With the Land.

The covenants, reservations, restrictions and other provisions of this DECLARATION shall run with and bind the NEIGHBORHOOD and shall inure to the benefit of the DECLARANT or any OWNER subject to this DECLARATION, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this DECLARATION is recorded, 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 SITES in the NEIGHBORHOOD or Neighborhoods then subject to this DECLARATION assigned at least two-thirds (2/3) of the property units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

7.05. Amendment.

The DECLARANT may, in its sole discretion, modify, amend, waive or add to this DECLARATION or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development set forth herein. Any other amendment must have the affirmative vote of the then OWNERS of SITES assigned at least two-thirds (2/3) of the property units in the NEIGHBORHOOD or Neighborhoods then subject to this Declaration.

7.06. 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.

7.07. 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.

7.08. 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 ASSOCIATION. Notice to ASSOCIATION as may be required herein or by the By-Laws of the ASSOCIATION shall be in writing and delivered or mailed to the ASSOCIATION 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 ASSOCIATION.

(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.

7.09. 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.

7.10. Non-Liability of DECLARANT.

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.

7.11. Construction.

The provisions of this DECLARATION shall be liberally interpreted and construed to provide maximum flexibility consistent with 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, has caused the foregoing Declaration of Restrictions and

Protective Covenants for Tract 11, River Wilderness Phase I, 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.



*Daniel E. Conley*

By: *Lloyd G. Sheehan*  
LLOYD G. SHEEHAN, President

*Nancy G. Sheehan*

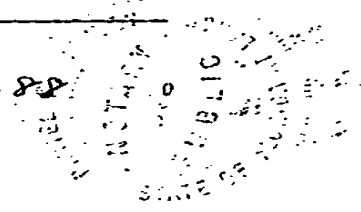
STATE OF FLORIDA  
COUNTY OF COLLIER

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 of Restrictions and Protective Covenants for Tract 11, River Wilderness Phase I, as the act and deed of said corporation and that the same was executed for the purposes therein expressed.

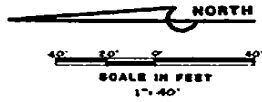
IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 12<sup>th</sup> day of September, 1985.

*Daniel E. Conley*  
Notary Public

My commission expires: 11-11-88

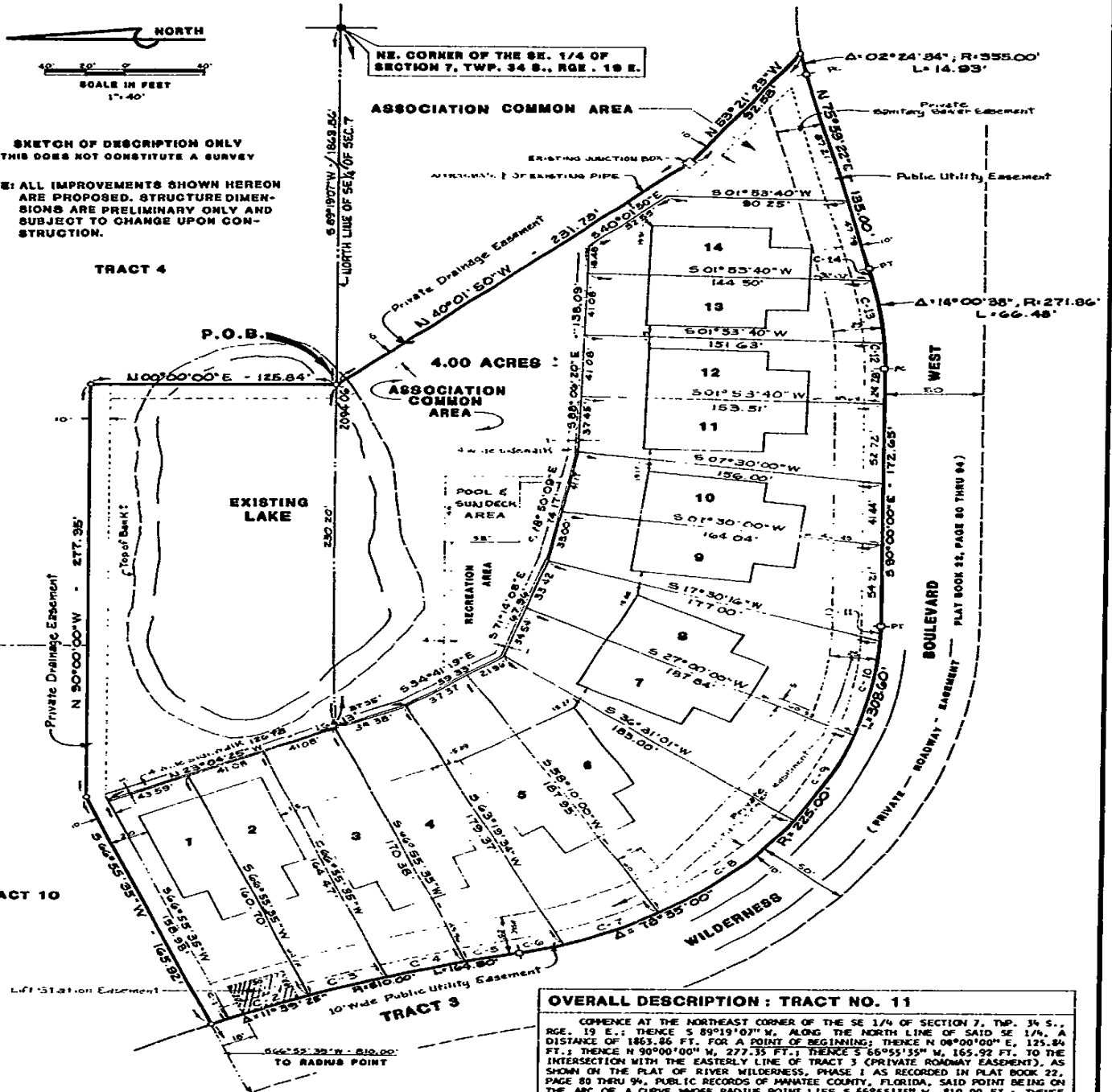


This instrument prepared by:  
Daniel E. Conley, Esquire  
5600 North Trail Blvd.  
Naples, Florida 33963  
813/597-7184



SKETCH OF DESCRIPTION ONLY  
THIS DOES NOT CONSTITUTE A SURVEY

NOTE: ALL IMPROVEMENTS SHOWN HEREON  
ARE PROPOSED. STRUCTURE DIMEN-  
SIONS ARE PRELIMINARY ONLY AND  
SUBJECT TO CHANGE UPON CON-  
STRUCTION.



**OVERALL DESCRIPTION : TRACT NO. 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 185.86 FT., FOR A POINT OF BEGINNING; THENCE N 09°00'00" E, 125.84 FT.; THENCE N 90°00'00" W, 277.35 FT.; THENCE S 65°55'15" W, 165.92 FT., TO THE INTERSECTION WITH THE EASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN ON THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 96, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 65°55'15" W, 810.00 FT.; THENCE RUN SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°39'25", A DISTANCE OF 164.80 FT., TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 225.00 FT.; THENCE RUN SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°35'40", A DISTANCE OF 308.60 FT., TO THE P.T. OF SAID CURVE; THENCE S 90°00'00" E, ALONG SAID PRIVATE ROADWAY EASEMENT LINE, 172.65 FT., TO THE P.C. OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 271.86 FT.; THENCE RUN EASTERLY, ALONG SAID EASEMENT LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°00'35", A DISTANCE OF 66.48 FT., TO THE P.T. OF SAID CURVE; THENCE N 75°59'22" E, ALONG SAID EASEMENT LINE, 135.00 FT., TO THE P.C. OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 355.00 FT.; THENCE RUN EASTERLY, ALONG SAID EASEMENT LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°24'34", A DISTANCE OF 14.93 FT.; THENCE N 53°21'23" W, ALONG THE APPROXIMATE CENTERLINE OF AN EXISTING STORM SEWER PIPELINE, A DISTANCE OF 92.58 FT.; THENCE N 40°01'50" W, ALONG SAID STORM SEWER LINE, 231.73 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 7, TWP. 34 S., RGE. 19 E., MANATEE COUNTY, FLORIDA.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C-1	00°42'22"	810.00'	10.01'
C-2	03°05'08"	810.00'	43.62'
C-3	02°55'07"	810.00'	41.26'
C-4	02°55'10"	810.00'	41.51'
C-5	02°40'33"	810.00'	28.40'
C-6	05°36'08"	225.00'	22.00'
C-7	13°06'32"	225.00'	54.10'
C-8	23°32'13"	225.00'	92.94'
C-9	16°33'08"	225.00'	65.00'
C-10	16°34'06"	225.00'	65.06'
C-11	02°32'42"	225.00'	10.00'
C-12	03°23'04"	271.86'	16.85'
C-13	08°47'42"	271.86'	41.76'
C-14	01°59'47"	271.86'	7.69'

**R. J. LOMBARDO & ASSOCIATES, INC.**  
Consulting Engineers, Surveyors & Planners  
P. O. Box 188 • 825 - 4th Street West • Palmetto, Florida 33561 • (813) 722-4561 - 748-0600

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

DATE OF CREATION: \_\_\_\_\_  
DATE OF SURVEY: \_\_\_\_\_

**RJL**

JOB NO. 2287-8  
SCALE 1" = 40'  
DRAWN D.C.V.  
AUGUST 1999

**EXHIBIT "A"**  
TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
**TRACT 11, RIVER WILDERNESS, PHASE I**  
IN SECTION 7, TWP. 34 S., RGE. 19 E.  
MANATEE COUNTY FLORIDA

**O.R. 1123 PG 1514**

## **DESCRIPTION : SITE 1 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE N 23°04'25" W, 83.19 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N 23°04'25" W, 43.59 FT.; THENCE S 66°55'35" W, 158.98 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN ON THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDIA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 67°38'01" W, 810.00 FT.; THENCE RUN SOUTHERLY, ALONG THE EASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'08", A DISTANCE OF 43.62 FT.; THENCE N 66°55'35" E, 160.70 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.16 ACRE MORE OR LESS.

SUBJECT TO A 20 FT. BY 30 FT. PUBLIC LIFT STATION (UTILITY) EASEMENT LYING IN TRACT 11, AS SHOWN ON RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

## **EXHIBIT B-1**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 2 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE N 23°04'25" W, 42.11 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE N 23°04'25" W, 41.08 FT.; THENCE S 66°55'35" W, 160.70 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN ON THE PLAT OF RIVER WILDERNESS, PHASE I, AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 70°43'10" W, 810.00 FT.; THENCE RUN SOUTHERLY, ALONG THE EASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°55'07", A DISTANCE OF 41.26 FT.; THENCE N 66°55'35" E, 164.47 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS, PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.15 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

# **EXHIBIT B-2**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**



**DESCRIPTION : SITE 3 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE N 23°04'25" W, 1.03 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE N 23°04'25" W, 41.08 FT.; THENCE S 66°55'35" W, 164.47 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN ON THE PLAT OF RIVER WILDERNESS, PHASE I, AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 73°38'17" W, 810.00 FT.; THENCE RUN SOUTHERLY, ALONG THE EASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'10", A DISTANCE OF 41.51 FT.; THENCE N 66°55'35" E, 170.38 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS, PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.16 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

**EXHIBIT B-3**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 4 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4 , A DISTANCE OF 2094.06 FT., FOR A POINT OF BEGINNING; THENCE N 23°04'25" W, 1.03 FT.; THENCE S 66°55'35" W, 170.38 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN ON THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 76°34'27" W, 810.00 FT.; THENCE RUN SOUTHERLY, ALONG THE EASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'33", A DISTANCE OF 28.40 FT. TO THE P.R.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 225.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE NORTH EASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°36'08", A DISTANCE OF 22.00 FT.; THENCE N 63°19'34" E, 179.37 FT.; THENCE N 23°04'25" W, 37.35 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.18 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

## **EXHIBIT B-4**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

**DESCRIPTION : SITE 5 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34, RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT., FOR A POINT OF BEGINNING; THENCE S 34°41'19" E, 37.37 FT.; THENCE S 58°10'00" W, 187.95 FT. TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN ON THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N 59°12'20" E, 225.00 FT.; THENCE RUN NORTH-WESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°46'32", A DISTANCE OF 54.10 FT.; THENCE N 63°19'34" E, 179.37 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.19 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

**EXHIBIT B-5**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

**DESCRIPTION : SITE 6 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 37.37 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE S 34°41'19" E, 21.96 FT.; THENCE S 36°31'01" W, 185.00 FT. TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS LIES N 35°40'01" E, 225.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°32'19", A DISTANCE OF 92.44 FT.; THENCE N 58°10'00" E, 187.95 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.25 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

**EXHIBIT B-6**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 7 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E , 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT., FOR A POINT OF BEGINNING; THENCE S 71°14'08" E, 34.54 FT.; THENCE S 27°00'00" W, 187.84 FT. TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS LIES N 19°06'53" E, 225.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°33'08", A DISTANCE OF 65.00 FT.; THENCE N 36°31'01" E, 185.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.21 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

# **EXHIBIT B-7**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 8 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 34.54 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE S 71°14'08" E, 33.42 FT.; THENCE S 17°30'16" W, 177.00 FT., TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS LIES N 02°32'47" E, 225.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°34'06", A DISTANCE OF 65.06 FT.; THENCE N 27°00'00" E, 187.84 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.20 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

## **EXHIBIT B-8**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

**DESCRIPTION : SITE 9 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 67.96 FT. FOR A POINT OF BEGINNING; THENCE S 78°50'09" E, 33.00 FT.; THENCE S 07°30'00" W, 164.04 FT., TO THE INTERSECTION WITH THE NORTHERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE DUE WEST, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT, A DISTANCE OF 54.21 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 225.00 FT.; THENCE RUN WESTERLY, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°32'47", A DISTANCE OF 10.00 FT.; THENCE N 17°30'16" E, 177.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.19 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

**EXHIBIT B-9**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 10 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 67.96 FT.; THENCE S 78°50'09" E, 33.00 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 78°50'09" E, 41.17 FT.; THENCE S 07°30'00" W, 156.00 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE DUE WEST, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT, A DISTANCE OF 41.44 FT.; THENCE N 07°30'00" E, 164.04 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.15 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

# **EXHIBIT B-10**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**



**DESCRIPTION : SITE 11 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 67.96 FT.; THENCE S 78°50'09" E, 74.17 FT. FOR A POINT OF BEGINNING; THENCE S 88°06'20" E, 37.45 FT.; THENCE S 01°53'40" W, 153.51 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE DUE WEST, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROAD EASEMENT, A DISTANCE OF 52.72 FT.; THENCE N 07°30'00" E, 156.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.16 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

**EXHIBIT B-11**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 12 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, RGE. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 67.96 FT.; THENCE S 78°50'09" E, 74.17 FT.; THENCE S 88°06'20" E, 37.45 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 88°06'20" E, 41.08 FT.; THENCE S 01°53'40" W, 151.63 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS LIES N 03°33'04" W, 271.86 FT.; THENCE RUN WESTERLY, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°33'04", A DISTANCE OF 16.85 FT. TO THE P.T. OF SAID CURVE; THENCE DUE WEST, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT, A DISTANCE OF 24.28 FT.; THENCE N 01°53'40" E, 153.51 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.14 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT 'A' FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

# **EXHIBIT B-12**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

**DESCRIPTION : SITE 13 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 67.96 FT.; THENCE S 78°50'09" E, 74.17 FT.; THENCE S 88°06'20" E, 78.53 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 88°06'20" E, 41.08 FT.; THENCE S 01°53'40" W, 144.50 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE ARC OF A CURVE, WHOSE RADIUS LIES N 12°20'51" W, 271.86 FT.; THENCE RUN WESTERLY, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°47'47", A DISTANCE OF 41.74 FT.; THENCE N 01°53'40" E, 151.63 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.14 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

**EXHIBIT B-13**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

## **DESCRIPTION : SITE 14 , TRACT 11**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 7, TWP. 34 S., RGE. 19 E.; THENCE S 89°19'07" W, ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 2094.06 FT.; THENCE S 23°04'25" E, 37.35 FT.; THENCE S 34°41'19" E, 59.33 FT.; THENCE S 71°14'08" E, 67.96 FT.; THENCE S 78°50'09" E, 74.17 FT.; THENCE S 88°06'20" E, 119.61 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 88°06'20" E, 18.48 FT.; THENCE S 40°01'50" E, 52.55 FT.; THENCE S 01°53'40" W, 90.25 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF TRACT 3 (PRIVATE ROADWAY EASEMENT), AS SHOWN IN THE PLAT OF RIVER WILDERNESS, PHASE I AS RECORDED IN PLAT BOOK 22, PAGE 80 THRU 94, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 75°59'22" W, ALONG SAID PRIVATE ROADWAY EASEMENT, A DISTANCE OF 47.79 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 271.86 FT.; THENCE RUN WESTERLY, ALONG THE NORTHERLY LINE OF SAID PRIVATE ROADWAY EASEMENT AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'47", A DISTANCE OF 7.89 FT.; THENCE N 01°53'40" E, 144.50 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN TRACT 11, RIVER WILDERNESS PHASE I, AFORESAID PUBLIC RECORDS.

CONTAINING 0.15 ACRE MORE OR LESS.

**NOTE : REFER TO EXHIBIT "A" FOR  
GRAPHIC DEPICTION OF INDIVIDUAL SITE**

# **EXHIBIT B-14**

**TO DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
TRACT 11, RIVER WILDERNESS PHASE I  
IN SECTION 7, TWP. 34S., RGE. 19E.  
MANATEE COUNTY , FLORIDA**

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 of Restrictions and Protective Covenants for Tract 11, River Wilderness Phase I, 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

Perry A. Banks  
Manuel J. Suarez

By: Thomas L. Dodson  
Authorized Officer

STATE OF FLORIDA  
COUNTY OF Marate

BEFORE ME, the undersigned authority, personally appeared Thomas L. Dodson, 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 13th day of September, 1985.

Manuel J. Suarez  
Notary Public

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires August 12, 1986

FILED AND RECORDED  
RECORDS DEPARTMENT  
HAWAII COUNTY, FLA  
SEP 14 1 16 PM '85

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