

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

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF RIVER WILDERNESS PHASE III
SUBPHASES E, F, G-1, G-2, G-3, H-1, H-2 and M (A/K/A RIVE ISLE)**

Rive Isle Associates, LTD, subjected certain properties owned by it to the Declaration of Covenants, Conditions and Restrictions of River Wilderness Phase III- Subphases E, F, and M, recorded in Official Records Book 2205, Page 3919 et seq. of the Public Records of Manatee County, Florida, as amended and supplemented (Declaration).

Rive Isle Associates, LLC, a Florida limited liability company, (Declarant) is the successor to Rive Isle Associates, LTD and owns and holds the rights reserved to Declarant under the Declaration.

Declarant reserved the right under the provisions of Article XVI(4)(a) of the Declaration to amend the Declaration.

Now therefore, Declarant hereby exercises its reserved right to amend the Declaration as set forth herein.

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

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

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3. The portions of the Neighborhood Common Areas on which Common Area easements are established, which include Tract 100, the private roads and Fort Harner entrance and gate, and those portions of Tract 606 containing the community ramp and community parking, shall be maintained by the Foundation 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. The foregoing obligation of the Foundation to maintain designated portions of the Neighborhood Common Areas shall not include those portions of the 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, including the obligation of a Lot Owner to maintain areas under Article XII(o) hereof.

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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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c. Sale of Lots and Use of Subdivision Property. Developer shall have the authority to sell Lots to any persons approved by it, without approval of the Association or any other person or entity.

Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices, and/or models, any Lots, Limited Neighborhood Common Areas, Neighborhood Common Areas, or Common Areas retained or owned by it, or the use of which has been reserved by the Developer by contract or otherwise. Developer shall have the right to transact on Subdivision Property any business necessary to consummate the development of the Subdivision or River Wilderness and the sale of properties in River Wilderness, including the right to have signs and employees in Developer offices and to use the Neighborhood Common Areas, Limited Neighborhood Common Areas, or the Common Areas to show property. The sales office, signs and all other items pertaining to sales shall not be considered Common Areas and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it, or its successors or assigns, is actively developing or marketing any Lot in River Wilderness.

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

(The remaining subsections shall be relettered to remain in sequential order)

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o. Owners shall be responsible for maintaining all portions of their Lots and adjacent Common Areas located up to the paved surface of the private roadways, and the water level of any lake, drainage or retention facilities. The Owner maintenance responsibility for these areas outside the boundaries of their Lot is limited to mowing, irrigation, weeding, edging, fertilizing, trimming, and other routine maintenance of yard sod and landscaping as well as the duty to replace sod and plant materials (but not trees) in these areas. The Owner responsibility shall not include the duty to repair or replace sidewalks nor shall the Owner be obligated to plant or replace trees. The decision to replace a tree in these areas is reserved to the Association which may choose to not replace a tree in the discretion of the Board of Directors. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, or personal property made necessary by his or her act or negligence, or by that of any member of his or her family or guests, employees, agents, or tenants. If after reasonable notice the Owner of a Lot fails to maintain the Lot or improvements thereon as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Lot or other Lot improvements, with or without notice to or consent of the tenant or Lot Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Lot as authorized by this Declaration shall be charged to the Lot Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the Lot and may be foreclosed in the manner provided in this Declaration for assessments. The Association has an irrevocable right of access to the Lots, and other improvements, for the purposes of protecting, maintaining, repairing and replacing the Common Areas, Neighborhood Common Areas, or portions of the Lot or improvements to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Lots, Neighborhood Common Areas, or Common Areas. The Association's right of access includes, without limitation, the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Lot shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot.

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XIII. ARCHITECTURAL CONTROL

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

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

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


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


d. Statement of Approval. If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the Owner of the portion or items thereof which were found to be objectionable. In the event the Owner corrects the objectionable portions, the Owner may resubmit the plans and specification, as corrected, for approval. The Developer shall communicate in writing to the Lot Owner upon final approval of an Owner's plans and specifications. ~~Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing or the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Developer.~~ Should Developer fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the Owner submits the plans and specifications, additional information requested by the Developer, including one or more revised submittals, and pays all applicable approval fees, whichever last occurs, then such approval shall not be deemed to be

required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates any building or use restrictions contained in this Declaration or Architectural Review Guidelines, or applicable regulations or limitations imposed or required by governmental bodies or agencies, including without limitation, compliance with construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.


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

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Witness/signature
Regina Amezcua
Printed name of witness


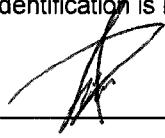
Witness signature
Andrew Miller
Printed name of witness

Rive Isle Associates, LLC
a Florida limited liability company


By: Roy Premer, Authorized Agent

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of December, 2022 by Roy Premer, as an authorized agent of Rive Isle Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced FDL as identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public - State of Public



REGINA AMEZCUA
Commission # HH 224570
Expires February 6, 2026