

This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR TRACT 17, RIVER WILDERNESS, PHASE I**

The undersigned authorized officers of **River Wilderness Homeowners Association, Inc.**, (Association) the corporation in charge of the operation and control of a community known as Tract 17, River Wilderness, Phase I according to the Declaration of Restrictions and Protective Covenants for Tract 17, River Wilderness, Phase I as recorded in Official Records Book 1105, Page 2434, et seq., Public Records of Manatee County, Florida, as amended, (Declaration) hereby certify that the following amendments to the Declaration were approved by affirmative vote of not less than two-thirds of the voting interests of the property owners subject to the Declaration at a meeting held January 23, 2006 in accordance with the applicable documentation and law.

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

Article I
Definitions

1.01. "Association or Foundation" shall mean River Wilderness of Bradenton Foundation Homeowners 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.~~

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Article 3
Common Area

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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 Area 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 no event 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. The Declarant intends to convey over title to Tracts 1, 2, 3, 13, and 16 as to the Foundation by deed recorded in Official Records Book 1581, Page 5734, Public Records of Manatee County, Florida Common Area, and Tracts 5, 6, 8, and 9 to River Wilderness Homeowner Association, Inc. by deed recorded in Official Records Book 1581, Page 5733, Public Records of Manatee County, Florida as Association Common Area. Title to Tracts 5, 6, 8, and 9 has been transferred to the Foundation in conjunction with the corporate merger of the Foundation and River Wilderness Homeowner Association, Inc. The conveyance of title to Tract 2 was subject to a lease to River Wilderness Realty, Inc. as reflected in a Lease Memorandum recorded in Official Records Book 1578, Page 4687, Public Records of Manatee County, Florida. Subsequent to 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, provided however, with the consent of the applicable agency, the property may be partially or totally without first offering to dedicated the same to Manatee County or other appropriate governmental agency.

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3.04. Owner's Easement of Enjoyment.

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(a) Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association or the Foundation from time to time.

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3.05. Repair and Maintenance.

(a) The ~~Association~~ Foundation shall be responsible for the maintenance and repair of the ~~Association~~ Foundation Common Area, and the expense thereof shall be a common expense of the ~~Association~~ Foundation 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.

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3.07. 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.

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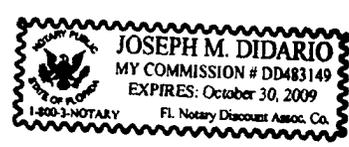
In witness whereof, **River Wilderness Homeowners Association, Inc.** has caused this Certificate to be executed in its name this ____ day of March, 2006.

[Signature]
Witness Signature
Ricardo Suarez
Printed Name
[Signature]
Witness Signature
Ricardo Suarez
Printed Name

River Wilderness Homeowners Association, Inc.,
[Signature]
By: **William Vernon, President**
[Signature]
Attest: **Roy Premer, Secretary**

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of March, 2006 by William Vernon, as President, and Roy Premer, as Secretary, of River Wilderness Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced the following identification: _____ . If no type of identification is indicated, the above-named person is personally known to me.



[Signature]
Notary Public - State of

Notary Print Name
My Commission Expires:

CONSENT AND JOINDER OF ASSOCIATION

The undersigned representative of **River Wilderness of Bradenton Foundation, Inc.**, does hereby join in the Certificate of Amendment to the Declaration of Restrictions and Protective Covenants for Tract 17, River Wilderness Phase I, on behalf of the Association, for the purpose of accepting the corporate responsibility to perform the duties and responsibilities as provided therein, including without limitation, the duty to maintain Common Areas as might be required by Manatee County and the Southwest Florida Water Management District.

William Vernon
Witness signature
WILLIAM VERNON
Print name of witness

Paul O'Hara
River Wilderness of Bradenton Foundation, Inc.,
By: Paul O'Hara, President

Chad M. McClanathan
Witness signature
Print name of witness

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of March, 2006 by Paul O'Hara, as President, of **River Wilderness of Bradenton Foundation, Inc.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification. If no type of identification is indicated, the above-named person is personally known to me.

Chad M. McClanathan
Notary Public - State of Florida
Notary Print Name
My Commission Expires:

