

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTSFORRIVER WILDERNESS PHASE IIA

DECLARATION, made this 7 day of December, 1989, 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 single-family homes 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

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT
BY: 

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

1.01. "ASSOCIATION" shall mean and refer to RIVER WILDERNESS 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.

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 RIVER WILDERNESS PHASE IIA, 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 those certain lands constituting RIVER WILDERNESS PHASE IIA, as recorded in Plat Book 25, pages 80 through 85, of the Public Records of Manatee County, Florida, consisting of ninety-three (93) single-family lots and other facilities described in said plat.

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. "SITE" shall mean and refer to any one or more (as the context may require) of those platted single-family lots within the NEIGHBORHOOD. There are a total of ninety-three (93) SITES within the NEIGHBORHOOD.

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

ARTICLE 2

DECLARANT'S RIGHTS AND POWERS

2.01. Additions to the Properties.

(a) DECLARANT shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands within RIVER WILDERNESS to the scheme of this DECLARATION by recording an instrument subjecting such additional lands to this DECLARATION, provided only that such additional lands shall be platted for single-family residential lots or related 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.

ARTICLE 3

COMMON AREA

3.01. Designation of Common Areas.

The following areas shown on the recorded Plat for RIVER WILDERNESS PHASE IIA are hereby designated Common Areas: Tracts A, B, and C.

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 IIA, 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 IIA, 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. Reservations over Common Areas.

DECLARANT hereby reserves to itself, its successors and assigns, in perpetuity, the right to use and enjoy a non-exclusive common easement for public utilities, drainage and of ingress and egress over Tract A.

3.04. 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 IIA.

(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 restriction that the lakes, ponds or other water bodies shall not be used for swimming, fishing, or other contact recreational activities.

3.05. 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. Without limiting the foregoing, the cost of any such maintenance by the County shall be assessed pro-ratedly against the properties within the NEIGHBORHOOD that have a right of enjoyment of the Common Area, and shall become a charge on each SITE, and such charge shall be paid by the Owners of said SITES within sixty (60) days after receipt of a statement therefor and shall become a lien on said SITES if unpaid at the end of such period.

(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.

3.06. 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.

3.07. 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.

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, copies of which have been recorded in Official Records Book 1106, Pages 2351 through 2367, of the Public Records of Manatee County, Florida.

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 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, painting, roof 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.

The SITES may be used for detached single-family 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. Any such permission must be obtained from DECLARANT in writing, and permission may be refused for any reason.

6.02. Building Setbacks.

Building setbacks shall be thirty (30) feet in the front, fifty (50) feet in the rear, and ten (10) feet on the sides. All measurements are to the base of the nearest Structure. If the dwelling unit includes a screened-in "Florida" room, patio, swimming pool or the like at the rear, then a rear setback of thirty-five (35) feet is permitted instead of fifty (50). If any setback imposed by Manatee County is greater than that set forth herein, the greater figure shall apply.

6.03. Dwelling Size and Height; Minimum Elevation.

There shall be only one (1) dwelling unit per SITE. Dwelling units shall contain not less than 1,800 square feet of livable enclosed floor area. This area is exclusive of open or screened porches, terraces, garages, carports and the like. The dwelling unit shall not exceed thirty (30) feet in height above the finished grade of the SITE. The finished floor grade of the livable enclosed floor area shall be a minimum of eighteen (18) inches above the crown of the road in front of the SITE.

6.04. 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 no less than two, nor more than three, automobiles. The garage shall be kept clear so that at least two automobiles may be parked therein, and each OWNER shall use his best efforts to park his automobiles 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 without the substitution of another garage meeting the requirements of this section. All garages must have a minimum width of 22 feet measured from the outside walls of the garage. 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. Each dwelling unit shall have a fully enclosed storage facility for garbage and trash containers.

6.05. Mailboxes.

All mailboxes must be installed and maintained in accordance with the standards established by ASSOCIATION. The ASSOCIATION may impose the use of a uniform mailbox by all OWNERS. The design, material and location of all mailboxes must be first approved in writing by ASSOCIATION.

6.06. Roofs.

Roofs shall have a minimum pitch of 5/12 and shall be constructed of tile, hand-sawn or split cedar shake, slate, asphalt (heavy timberline or better), concrete or other composition first approved in writing by ASSOCIATION. Flat roofs on screened porches or patios may be permitted only if located to the rear of the dwelling unit and if first approved in writing by ASSOCIATION.

6.07. Driveway.

Each dwelling unit shall have a paved driveway of stable and permanent construction of at least 16 feet in width at the entrance to the garage. Concrete and asphalt are approved composition materials; other materials must first be approved in writing by ASSOCIATION. Where curbs are required to be broken for driveway entrances, the curb shall be repaired by the OWNER in a neat and orderly fashion acceptable to the ASSOCIATION; the same for bike paths.

6.08. Games and Play Structures.

All basketball backboards and any other fixed games and play Structures shall be located at the rear of the SITE, or on the inside portion of corner lots within the setback lines, and shall be erected only after the written approval of the ASSOCIATION is obtained.

6.09. Swimming Pools and Tennis Courts.

Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ASSOCIATION, including but not limited to the following: (a) composition to be of material thoroughly tested and accepted by the industry for such construction, (b) the outside edge of any pool wall shall not be closer than 4 feet to a line extended and aligned with the side walls of the dwelling unit, (c) all swimming pools shall be screened, and no screening of the pool area may stand beyond a line extended and aligned with the side walls of the dwelling unit, (d) location and construction of tennis or badminton courts must be approved by the ASSOCIATION, (e) any lighting of a pool, tennis court or other recreation area shall be designed so as to buffer the surrounding residences from the lighting. If an OWNER elects to purchase two adjoining SITES and use one SITE for recreation purposes, the SITE used for recreation purposes must be adequately screened by landscaping and/or approved walls or fences on both the front and side as required by the ASSOCIATION in order to screen such use from public view.

6.10. Garbage and Trash Containers.

No lot shall be used or maintained as a dumping ground for rubbish, trash, lawn clippings or other waste. All such waste shall be kept in sanitary containers and, except during pickup if required to be placed at the curb for pickup, all containers shall be kept within an enclosure approved by the ASSOCIATION to be constructed as part of the dwelling unit (see 6.04 above).

6.11. 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; (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; (c) if the use of the dwelling unit as a model home or sales office has been approved by the ASSOCIATION and by the DECLARANT, then the sign, again limited to 2 square feet in size, may display the words "model open" instead of "open"; (d) the original builder of a dwelling unit on a SITE may place one professional sign on the SITE, again limited to 2 square feet in size, containing no more information than the name of the builder and a phone number, and such sign may be placed on the SITE no more than thirty (30) days before actual construction is commenced and may remain on the SITE no more than ninety (90)

days after the dwelling unit is completed. The ASSOCIATION may set standards for the character and composition of such signs in order to maintain uniformity.

6.12. 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.

6.13. 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 ninety-three (93) 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 included 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 lots 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 River Wilderness Phase IIA, 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
Carol G. Andrews

By: Lloyd G. Sheehan
LLOYD G. SHEEHAN, PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared LLOYD G. SHEEHAN, to me known to be the President of RIVER WILDERNESS OF BRADENTON, INC., a Florida corporation, and who acknowledged before me that he did, as such President, execute the foregoing Declaration of Restrictions and Protective Covenants for River Wilderness Phase IIA, 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 7 day of December, 19 89.

Daniel E. Conley
Notary Public

My commission expires: 11-11-92

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

FILED AND RECORDED
R.B. SHORR, CLERK
MANATEE COUNTY, FL.
Dec 27 11 10 AM '89