

Prepared by and return to:  
Douglas C. Roland, Esq.  
Brickleyer Smolker & Bolves, P.A.  
500 E. Kennedy Blvd., Suite 200  
Tampa, Florida 33602

SUPPLEMENTAL DECLARATION TO:

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS,  
AND EASEMENTS OF  
RIVER PLANTATION

WHEREAS, CL REALTY, L.L.C., a Delaware limited liability company, as Declarant executed and recorded a Declaration of Covenants, Conditions, Restrictions, and Easements of River Plantation, which was recorded in Official Records Book 01977, Page 1541, of the Public Records of Manatee County, Florida, as amended by the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements of River Plantation, which was recorded in Official Records Book 01979, Page 2983, of the Public Records of Manatee County, Florida (together, the "Declaration"); and

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, in Article VIII of the Declaration, the Declarant reserved to itself the right to add real property to the terms and conditions of the Declaration by the filing of a Supplemental Declaration; and


WHEREAS, the Declarant desires to add property to the plan of development of River Plantation.

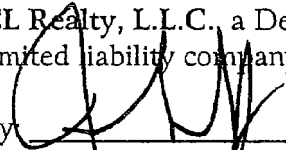
NOW, THEREFORE, the Declarant, hereby declares that the property described in Exhibit "A" is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms, conditions and restrictions set forth in the Declaration and the Declaration is hereby amended and supplemented to include such property. Except as provided herein, the Declaration remains unchanged, and in full force and effect.

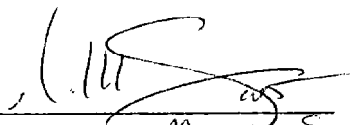
IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 9th day of February, 2005.

Executed and declared in the presence of:

CL Realty, L.L.C., a Delaware limited liability company

  
Print name: Angela M. Paradise

By   
Richard Neff, Is Attorney in Fact as provided in OR Book 01980, Page 4158, of the Public Records of Manatee County, Florida

  
Print name: Michelle Scott


Dated: 2/9/05

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 9th day of February 2005, by Richard Neff, as Attorney-in-Fact, for CL Realty, L.L.C., a Delaware limited liability company on behalf of the company. He is personally known to me or produced \_\_\_\_\_ as identification.

[Seal]

ANGELA M LAFAYETTE  
Notary Public, State of Florida  
My Comm. Expires July 11, 2007  
No. DD228014

  
Notary Public  
State of Florida  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

SCHEDULE OF EXHIBITS

- EXHIBIT "A" – Legal Description
- EXHIBIT "B" – Articles of Incorporation
- EXHIBIT "C" – By-Laws
- EXHIBIT "D" – Rules of Arbitration
- EXHIBIT "E" – Notice to Buyers
- EXHIBIT "F" – Right of Entry
- EXHIBIT "G" – List of Holdings
- EXHIBIT "H" – Maintenance Program

EXHIBIT "A"

[Legal Description]

## LEGAL DESCRIPTION

THAT PORTION OF SECTIONS 8, 9, 10, 16 AND 17, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

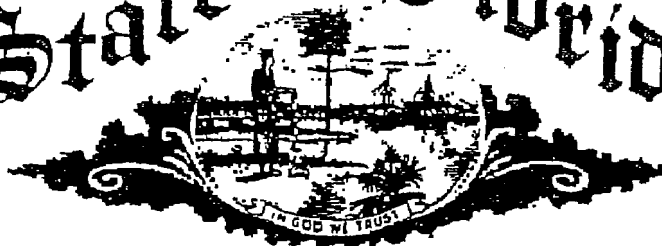
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°02'12"W., 33.00 FEET; THENCE LEAVING SAID LINE ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY OF MULHOLLAND ROAD, S.89°53'48"E., 2623.48 FEET ALONG A LINE 33.0 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°06'12"W., 9.00 FEET TO THE POINT OF BEGINNING; THENCE S.89°53'48"E., 58.81 FEET; THENCE N.89°43'52"E., 5,321.66 FEET; THENCE S.29°49'48"E., 265.49 FEET; THENCE S.73°06'48"E., 263.17 FEET; THENCE N.69°25'12"E., 52.70 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE OF GAMBLE CREEK AS APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ON JANUARY 9, 2002, FILE NUMBER 2802 AND POINT "A"; THENCE MEANDER SOUTHWESTERLY ALONG SAID MEAN HIGH WATER LINE AS WITNESSED BY THE FOLLOWING 19 COURSES: S.33°53'15"W., 113.34 FEET; THENCE N.76°31'32"W., 532.19 FEET; THENCE N.02°26'21"W., 98.87 FEET; THENCE S.77°20'54"W., 312.04 FEET; THENCE S.70°16'33"W., 277.13 FEET; THENCE S.08°56'57"E., 181.42 FEET; THENCE S.27°13'27"E., 489.74 FEET; THENCE S.38°06'56"W., 650.29 FEET; THENCE N.46°12'12"W., 428.55 FEET; THENCE S.79°59'15"W., 504.40 FEET; THENCE N.21°44'58"W., 429.91 FEET; THENCE S.81°08'47"W., 434.25 FEET; THENCE S.54°30'25"W., 417.49 FEET; THENCE S.49°41'26"W., 541.50 FEET; THENCE S.73°26'06"W., 463.25 FEET; THENCE S.01°55'57"W., 205.23 FEET; THENCE S.62°52'48"W., 409.51 FEET; THENCE N.60°47'56"W., 377.91 FEET; THENCE S.34°01'09"W., 298.43 FEET TO POINT "B"; THENCE LEAVING SAID MEAN HIGH WATER LINE, N.49°54'09"W., 219.66 FEET; THENCE N.84°37'27"W., 10.00 FEET; THENCE N.35°44'17"W., 71.02 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,153.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 2.76 FEET THROUGH A CENTRAL ANGLE OF 00°08'13" (CHORD BEARING N.54°11'37"E. 2.76 FEET) TO A POINT OF REVERSE CURVE CONCAVESOUTHEASTERLY HAVING A RADIUS OF 1,502.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 71.66 FEET THROUGH A CENTRAL ANGLE OF 02°44'01" (CHORD BEARING N.55°29'31"E. 71.65 FEET); THENCE N.33°08'29"W., 128.00 FEET; THENCE N.30°13'47"W., 50.06 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE, 38.51 FEET THROUGH A CENTRAL ANGLE OF 88°14'59" (CHORD BEARING N.78°55'48"W. 34.81 FEET); THENCE N.34°48'18"W., 162.07 FEET; THENCE N.55°11'42"E., 162.77 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 11.45 FEET THROUGH A CENTRAL ANGLE OF 06°33'40" (CHORD BEARING S.50°46'54"E. 11.44 FEET) TO A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,584.67 FEET; THENCE EASTERLY ALONG SAID CURVE, 141.11 FEET THROUGH A CENTRAL ANGLE OF 05°06'07" (CHORD BEARING N.70°27'48"E. 141.07 FEET) TO A POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 53.01 FEET THROUGH A CENTRAL ANGLE OF 75°55'45" (CHORD BEARING N.35°02'59"E. 49.21 FEET); THENCE N.02°54'53"W., 277.57 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,066.89 FEET; THENCE NORTHERLY ALONG SAID CURVE, 69.32 FEET THROUGH A CENTRAL ANGLE OF 03°43'21" (CHORD BEARING N.06°59'29"W. 69.31 FEET) TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,242.21 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 536.30 FEET THROUGH A CENTRAL ANGLE OF 24°44'10" (CHORD BEARING S.61°02'22"W. 532.14 FEET); THENCE N.40°11'56"W., 228.67 FEET; THENCE N.28°02'36"W., 51.15 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 955.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 704.47 FEET THROUGH A CENTRAL ANGLE OF 42°15'55" (CHORD BEARING N.21°01'45"W. 688.61 FEET); THENCE N.00°06'12"E., 53.21 FEET; THENCE N.89°53'48"W., 24.58 FEET; THENCE N.00°06'12"E., 11.22 FEET; THENCE N.89°53'48"W., 57.50 FEET; THENCE N.00°06'12"E., 130.00 FEET; THENCE S.89°53'48"E., 9.86 FEET; THENCE N.00°06'12"E., 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 167.71 ACRES, MORE OR LESS.

EXHIBIT "B"

[Articles of Incorporation]

# State of Florida



## Department of State

I certify from the records of this office that RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 6, 2004.

The document number of this corporation is N04000003476.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 904A00022523-040604-N04000003476-1/1, noted below.

Authentication Code: 904A00022523-040604-N04000003476-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixth day of April, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on April 6, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000067106. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N04000003476.

Authentication Code: 904A00022523-040604-N04000003476-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixth day of April, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



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ARTICLES OF INCORPORATION  
OF  
RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby associate to form a corporation not for profit under Chapter 720 of the Florida Statutes.

ARTICLE I  
NAME

The name of this corporation shall be RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the ("Association"). The principal business and mailing address of this corporation shall be 290 North 9th St., Suite 201, St. Petersburg, FL 33705.

ARTICLE II  
PURPOSE

The purpose of the Association is to acquire title to and own, and whether owned or not, to operate, maintain and preserve the Common Area, as such term is defined in the Declaration of Covenants, Conditions, Restrictions, and Easements of River Plantation, which will be recorded among the Public Records of Manatee County, Florida, (hereinafter called "Declaration"), in the development located in Manatee County, Florida, known as River Plantation. The Association is also formed to maintain the privately owned areas of River Plantation which are not maintained by their Owners and to perform such other duties assigned to it in the Declaration.

ARTICLE III  
POWERS

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration, together with all powers necessary to fulfill all such stated powers and the duties expressly given to it by such Declaration. These powers include, but are not limited to, the power to:

1. Maintain, repair, improve and insure the Common Area as defined in the Declaration and other real or personal property which the Association owns or which it has assumed the obligation to maintain, including without limitation the surface water management system which includes the lakes, retention areas, culverts and related appurtenances;
2. Make and collect assessments from its Members;
3. Pay all Association expenses;

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APPROVED IN OPEN SESSION 10/25/05  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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4. Acquire title to and exercise all rights of ownership in and to any real or personal property;
5. Own and convey real or personal property;
6. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains;
7. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.
8. Sue and be sued;
9. Contract for operation and maintenance services.
10. Require all Owners to be members of the Association.
11. Exist in perpetuity, but in the event that the Association is dissolved, the Common Area including the surface water management system shall be conveyed to an appropriate agency of local government, or if not accepted to a nonprofit corporation with similar purposes.
12. Take any other action necessary for the purposes for which the Association is formed.

ARTICLE IV  
MEMBERS

1. Every record Owner of a fee interest in any Lot, as defined in the Declaration, including contract Sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel.
2. Change of membership in the Association shall be established by the recording, in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a record of title to a Lot, and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior Owner shall be terminated as of the date of delivery of such deed or other instrument.
3. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Lot.

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4. There shall be two (2) classes of membership as follows:

(a) Class A. As long as there is a Class B membership, Class A Members shall be all Owners, as defined in the Declaration, other than the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including the Declarant, as long as the Declarant is an Owner and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be Members, but there shall be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

(b) Class B. B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned (the "Class B Control Period"). The Class B Control Period shall end and Declarant shall turn over control of the Association to the Class A members upon the earlier of the following events:

(c) When ninety percent (90%) the Lots including Lots in property annexed or planned for annexation by Declarant, have been sold to parties other than Builders, or

(d) On December 31, 2012, or

(e) When the Declarant elects to terminate the Class B Control Period.

ARTICLE V  
BOARD OF DIRECTORS

1. The affairs of the Association shall be initially managed by a Board of Directors, whose names and address are:

Rick Neff  
290 North 9th St., Suite 201  
St. Petersburg, FL 33705

Ed Andrews  
7402 N. 56th Street, Suite 480  
Tampa, Florida 33617

Jo-Ann Pilawski  
7402 N. 56th Street, Suite 480  
Tampa, Florida 33617

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2. New Directors shall be appointed or elected and the number of Directors shall be increased or diminished in accordance with the By-Laws of the Association, but there shall not be less than three.

ARTICLE VI  
OFFICERS

The officers of the Association shall be President, Vice President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by Directors at their annual meeting or at any special meeting called for that purpose.

The first officers who shall serve until the first election are:

Rick Neff	President
Ed Andrews	Vice President
Jo-Ann Pilawski	Secretary

ARTICLE VII  
BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered as follows:

1. An amendment may be proposed by any Member or any Director prior to a meeting at which it will be considered.
2. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered.
3. The amendment must be approved, either in person or by proxy by at least a majority of the entire membership of the Board of Directors.
4. No amendment may change the qualifications for membership in the Association.
5. No amendment which will affect the Declarant shall be adopted unless the Declarant has consented thereto in writing.
6. A copy of the amendment shall be recorded in the Public Records of Manatee County, Florida.

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ARTICLE VIII  
AMENDMENT OF ARTICLES

These Articles may be amended in the manner set forth in Chapter 720, Florida Statutes, provided, however, that any amendment to these Articles shall require the written consent of two-thirds (2/3) of the Lot Owners at any regular or special meeting of the membership duly caused and convened. No such amendment may diminish any rights of the Class B Member, however, unless joined in by such Class B Member.

ARTICLE IX  
DISSOLUTION OF THE ASSOCIATION

The term of the Association shall be perpetual unless dissolved by the unanimous written consent of the Members and all mortgagees.

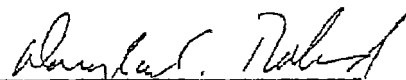
Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including without limitation the surface water management system portions of the Common Area) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the individual benefit of any Member or other private individual. The Article is subject to the provisions of Section 617.05 Florida Statutes.

ARTICLE X  
RESIDENT AGENT

The Resident Agent of the Association, for purposes of accepting service of process shall be Douglas C. Roland, whose address within the State of Florida is 500 E. Kennedy Blvd., Suite 200, Tampa, Florida 33602.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the purpose of forming the Association this day of March, 2004.

26<sup>th</sup>

  
Douglas C. Roland  
Incorporator  
290 North 9th Street, Suite 201  
St. Petersburg, FL 33705

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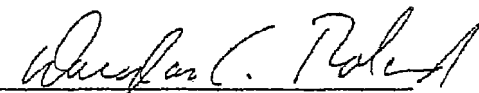
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business in County of Manatee, State of Florida has named Douglas C. Roland, located at 500 E. Kennedy Blvd., Suite 200, Tampa, Florida 33602, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By:   
Douglas C. Roland

DATED: 3/26/04

EXHIBIT "C"

[By-Laws]

AMENDED AND RESTATED  
BY-LAWS  
OF  
RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I  
General

Section 1. Definition and Operation. Express reference is here made to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of River Plantation (the "Declaration") recorded in the Manatee County Public Records where necessary to interpret, construe and apply the provisions of these Amended and Restated By-Laws (the "Bylaws"). Without limitation:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed and applied with the Articles and the Declaration to avoid inconsistencies of conflicting results, but, if such conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Articles IV of the Articles and in Article III of the Declaration and all votes of Members as herein set forth shall be subject to the same.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC.," "Florida" and "Corporation Not for Profit 2004", an impression of such seal appearing in the margin.

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January of each calendar year.

Section 5. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of



this Association, nor any right, interest, or privilege that is transferrable or inheritable except as an incident to the transfer of title to such Member's Lots, as provided in Article III, Section 2, of the Declaration, and in Articles IV and IX of the Articles.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded upon the approval of 2/3 of the Board of Directors and 2/3 of the Lot Owners at a regular or special meeting of the Members at which there is a quorum.

## ARTICLE II Members' Meetings

Section 1. Annual Meetings. The annual meeting of this Association is to be held each year within sixty (60) days before or after of the next ensuing fiscal year, on such date and at such time and place in Manatee County, Florida, as the Board determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by: (i) the President; or (ii) the Board; or (iii) by the written request of Members entitled to cast twenty-five percent (25%) of all votes eligible to be cast by Members. The agenda at special meetings shall be confined to the subject matter for which the meeting was called.

Section 3. Notice. Written notice of each Members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day and hour of the meeting and, in the case of special meetings, its purpose.

Section 4. Manner of Notice. Notice of all meetings must be given at least fifteen (15) days in advance to each Member either by personal delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Such notice also must be given to Declarant as long as Declarant owns a Lot. Mailing or delivery of notice to any co-owner of a Lot is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice.

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing or at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless such Member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

Section 7. Quorum. The presence of Members entitled to cast ten percent (10%) of the votes eligible to be cast by the Membership constitutes a quorum for all purposes except:

(a) any matter involving the borrowing of money by the Association that requires Membership approval;

(b) the conveyance of a Common Area to an eligible entity in accordance with the Declaration;

(c) the approval of special assessments for capital improvements to Common Areas; and

(d) any other matters in the Declaration, Articles or these Bylaws that require a different percentage for a quorum than expressed herein.

Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present, provided such adjournment is taken within one (1) hour following the scheduled time of meeting.

Section 8. Adjournment. If a meeting otherwise duly called and convened with the requisite quorum present is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of any meeting of the Membership must be given to each Member as shown upon the Association's books on the date such notice is given. Only those Members shown as Members in good standing upon the

Association's books on the eleventh (11th) calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 10. Proxies. Any Member may vote in person or by proxy at any meeting. All proxies must be in writing, signed by the Member, and expire eleven (11) months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. If a proxy confers authority upon two or more persons and does not otherwise provide a majority of such proxies present at the meeting or, if only one is present, then that one, may exercise all powers conferred by the proxy. A proxy expressly may provide for a right of substitution by written designation of the proxy holder. A Member represented by a valid proxy at any meeting is "present" for all purposes. All proxies must be filed with the Secretary of the Association at least forty-eight (48) hours prior to the meeting to which they pertain, or they shall not be considered for that meeting.

Section 11. Membership List. At least ten (10) days prior to each membership meeting, a complete list of the members entitled to vote at such meeting, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the Members present at a meeting duly called at which a quorum is present is the act of the Membership, except with respect to any action requiring two-thirds (2/3) vote of the membership, as to which the voting requirements of the applicable provisions of the Articles or Declaration govern.

### ARTICLE III Board of Directors

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors consisting of a minimum of three (3), but no more than seven (7)

Members. After the end of the Class B Control Period, Directors shall be elected for three (3) year terms and such term shall be staggered so that at least two (2) members are re-elected each year. Accordingly, the initial election of Directors after the Class B Control Period may be for less than (3) years in order to initiate staggered elections thereafter.

Section 2. Standard of Care. Each Director shall perform all duties as a Director, including duties as a committee member, (i) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (ii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified.

(a) Officers. One or more officers, employees or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles or these By-Laws, as to matters within designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association for the service rendered to this Association as a Director.

Section 5. Nomination. Nomination for election by the Board of Directors may be made from among Members or nonmembers by a Nominating Committee or from the floor at the annual meeting of the Members.

Section 6. Election. Election for the Board of Directors must be by ballot. Each Member may cast as many votes for each vacancy as such Member has under the

provisions of Article IV of the Articles. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Removal. Any Director, or the entire Board, may be removed with or without cause by a majority vote of the Members at any meeting called expressly for such purpose.

Section 8. Vacancies. If a Director, dies, resigns, is removed, or is disqualified or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

#### ARTICLE IV Directors' Meetings

Section 1. Regular Meetings. The Board shall meet regularly as and when necessary for the proper conduct of this Association's affairs, on such dates and at such time and place as are determined at the immediate preceding Board meeting or by standing Board resolution. The Board shall meet immediately following the annual meeting in order to elect officers and undertake such other business as it deems to be appropriate. If the date, time and place of a regular meeting are not determined by standing resolution, three (3) days' prior notice is required to any Director who did not attend the meeting at which the date, time, and place of meeting was determined.

Section 2. Special Meeting. Special Board meetings must be held on not less than three (3) days prior notice to each Director when called by (i) the President; or (ii) by a majority of Board Members.

Section 3. Quorum. Except where the provisions of the Declaration require action by a greater percentage, a majority of the Directors shall constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration required approval by two-thirds (2/3) of the Directors, the full Board constitutes a quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of

this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratified the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Membership. Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratified such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Director's presence at any meeting constitutes a waiver of notice of such meeting and any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Open meetings. All meetings shall be open to Owners, except meetings between the Board and its attorneys with respect to litigation. Secret ballots are permissible only in the election of officers.

Section 8. Notice of Board Meetings. Notice of all Board meetings must be posted in a conspicuous place in the community at least forty eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of all Board

meetings may be mailed to each Owner at least seven (7) days in advance of a meeting, except in an emergency.

## ARTICLE V

### Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in or delegated to this Association and not reserved to its members by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable and prescribe their duties and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Common Area, the Property and the Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and The Declaration.

Section 3. Enforcement. For violation of any of its rules and regulations, the Board may (i) suspend any Member's right to services or privileges provided by this Association; or (ii) require any Member to make restitution to this Association for any loss resulting from any violation; or (iii) take any action described in Article VIII of the Declaration.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's right to services or privileges provided by this Association, or either, during any period in which such Member is more than thirty (30) days in default in payment of any assessment levied by this Association.

Section 5. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to Article IV of the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide such indemnification for criminal intention, or willful misconduct. Except to the extent such determination from time to time is reserved to the

membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

Section 7. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from three (3) consecutive Board meetings without justification or excuse.

## ARTICLE VI Duties of Board of Directors

Section 1. General. The Board shall supervise all of the Association's officers, agents, employees (including volunteer employees), committees and contractors and see that their respective duties are properly performed. The Board shall otherwise manage the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

Section 2. Assessments. The Board shall enforce collection of all assessments owed this Association that remain unpaid for a period of thirty (30) days by foreclosure, suit, or such other lawful procedures as the Board deems advisable, in addition to imposing the sanctions provided by Article V, Section 4, of these By-Laws.

Section 3. Estoppel Certificates. Upon request by any interested person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments or Architectural Control, or both, with respect to any Lot. Such certificates shall bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 4. Financial. With the assistance of this Association's Treasurer, the Board shall prepare an annual budget and financial statements. The Board also must present a current statement of income and expense when requested in writing by Members entitled to cast at least twenty percent (20%) of the Membership votes outstanding. As and when necessary or appropriate, when requested by the Membership, the Board from time to time also will cause an audit of this Association's financial affairs to be made by an independent accountant.

Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Declaration. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this



Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds.

Section 6. Management. The Board may contract with the Declarant or any other person to manage the Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than thirty (30) days' prior written notice.

## ARTICLE VII Books and Records

Section 1. Records Enumerated. The Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its Members and the Board; and (iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect its validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner and Co-Owner, if any, (ii) a proper legal description of such Owner's Lot, (iii) whether such Owner's membership is in good standing, and (iv) the address to which notice is to be given such Owner pursuant to these ByLaws.

Section 4. Book of Resolutions. All resolutions of the membership or Board, having more than temporary effect shall be compiled from time to time into a Book of Resolutions and topically indexed for the future guidance of this Association's directors, officers, and members.

Section 5. Inspection. All books, records, and papers of this Association are open at all times during reasonable business hours for inspection and copying by any Owner, Member, or by the Declarant. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any Owner, Member or the Declarant copies (certified, if requested) of any and all of its books, records and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

Section 6. The official Association records shall include:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the By-Laws of the Association and of each amendment to the By-Laws.
- (3) A certified copy of the articles of incorporation of the Association and of each amendment thereto.
- (4) A copy of the declaration of covenants and a copy of each amendment thereto.
- (5) The copy of the current rules of the Homeowner's Association.
- (6) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.
- (7) A current roster of all members and their mailing addresses and parcel identification.
- (8) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (9) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- (10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - a. Accurate, itemized, and detailed records of all receipts and expenditures.

- b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- c. All tax returns, financial statements, and financial reports of the Association.
- d. Any other records that identify, measure, record or communicate financial information.

## ARTICLE VIII

### Officers

Section 1. Enumeration. This Association's regular Officers are a President, Vice President, and Secretary/Treasurer, who are elected, at the first Board meeting following each annual meeting, for a term of one year, and until their respective successors are qualified, unless any such officer sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

Section 2. Special Officers. The Board may appoint such other officers as it deems advisable, each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause. A resignation of any officer need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other regular office, but any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolution of the Board are

carried out; and (ii) signs all leases, mortgages, deeds, and other written instruments and, co-signs checks and promissory notes.

(b) Vice President. The Vice President shall act in place of the President if the President is absent, unable or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board and the Members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and Membership; and (iv) keeps the Membership Record as provided in Article VII, Section 3, of these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its annual meeting; and (v) reports to the Association on a quarterly basis as to the financial status of the Association. Any officer additionally may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

## ARTICLE IX Procedure

Roberts Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.

## ATTESTATION

IN WITNESS WHEREOF, the undersigned Secretary has signed this document for the purpose of authenticating it as the By-Laws of RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC. a Florida corporation not for profit, as adopted by its Board of Directors this 21 day of January, 2005.

\_\_\_\_\_  
Secretary

EXHIBIT "D"

[Rules of Arbitration]

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify any Florida chapter of The Community Associations Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There will be no post-hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "E"

[Notice to Buyers]



## NOTICE TO BUYERS

To the Purchasers of Lots in River Plantation; a subdivision in Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your lot is subject to:

- 1.) The Declaration of Covenants, Conditions, Restrictions and Easements for River Plantation, as amended (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.
- 2.) Ownership of a lot in said Subdivision automatically makes you a member of the River Plantation Homeowners' Association, Inc., a Florida non-profit corporation, and you are subject to its Bylaws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
- 3.) River Plantation Homeowners' Association, Inc., owns and has the right and power to assess and collect, as provided in its Bylaws, the costs of maintenance of the Common Property, which you have the right to enjoy, as well as other costs as provided in the Declaration, in accordance with the Declaration. A proposed budget for the first ten years is attached as Exhibit "A", but is subject to adoption, amendment and/or modification by the Board of Directors.
- 4.) The initial proposed assessment by the Association is \$761 annually for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
- 5.) The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to final site plan approval for River Plantation. Such plan approval requires that each Lot owner plant one (1) canopy for every fifty (50) linear feet of right-of-way in accordance with the lot tree chart set forth below, each tree having a minimum of two and one-half inch (2 ½") caliper at planting, with the additional requirements that (i) trees shall be planted within the first twenty (20) feet of the front yard, but not within a public or private utilities easement, and not closer than twenty five (25) feet unless a decorative grouping or alternative method is chosen and approved by Manatee County; (ii) trees must meet the requirements of Sections 715.4B and 715.3.4 of the Manatee County Land Development Code; (iii) existing native trees should be used to fulfill the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. ARC approval as required by the Declaration shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without

APPROVED IN OPEN SESSION 10/25/05  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

appropriate permits and authorizations provided by Manatee County, Florida. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an Owner has failed to comply with the foregoing requirements, then after notice and compliance with the procedural requirements of the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. A "Tree Planting Summary", which defines requirements for approved Subdivision tree installation, is attached hereto.

- 6.) Landscape plantings and irrigation shall be provided at various Common Area and Landscape Buffer locations within the Subdivision, as shown in the Final Site Plan for River Plantation. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of the River Plantation Homeowners' Association, Inc., to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and planting shall be borne as a Common Expense by the Association.
- 7.) It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the Manatee County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future.
- 8.) Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes and Easement Grantee, the Manatee County Land Development Code and the following provisions.

Prohibited Acts and Uses. Any activity on or use of the Conservation easement Property inconsistent with the purpose of a Conservation easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (i) constructing or placing buildings, roads, signs, billboards, or other advertising utilities or other structures on or above the ground;
- (ii) dumping or placing soil or other substances or material as landfill or dumping or lacing of trash, waster or unsightly or offensive materials;
- (iii) removing, mowing, trimming or destroying trees, shrubs, or other vegetation;
- (iv) excavating, dredging, or removing loam, pat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;
- (v) using the surface area of the Conservation Easement, except for purposes that permit the land or water areas to remain predominantly in its natural condition;

(vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(vii) acting upon or using the Conservation Easement in a manner detrimental to such retention of land or water areas:

(viii) acting upon or using the Conservation Easement in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

(ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and

(x) applying of herbicides, pesticides, or fertilizers.

- 9.) Neighboring agricultural uses may be ongoing. This may include the use of pesticides and herbicides, and may have odors and noises associated with such uses.
- 10.) A Hurricane Evacuation Plan for this development has been approved by the Public Safety Department. This plan is to be distributed to all homeowners with the Declaration, and shall be distributed annually to all residents.
- 11.) The following language is included as part of the deed restrictions for each Lot:

- Unless otherwise specified by the terms of the applicable Southwest Florida Water Management District permit, two copies of all information and reports required by the applicable permit shall be submitted to:

Sarasota Regulation Department  
Southwest Florida Water Management District  
6750 Fruitville Road  
Sarasota, FL 34240-9711

The applicable permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

- No Owner within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.
- No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited

to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the Subdivision includes a wetland mitigation area, as defined in Section 1.7.24, or a wet detention pond no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

- The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.
- Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities.
- If the Association ceases to exist, all of the Lot Owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.4.h.
- For Subdivisions which have on-site wetland mitigation as defined in Section 1.7.24, which requires on-going monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is (are) successful in accordance with the Environmental Resource Permit.
- Each property Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
- The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

- The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal included dredging, the application of herbicide, cutting, and the introduction of grass carp. Any

questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Regulation Manager, Sarasota Service Office.

- All Lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Sarasota Regulation Department) as part of the deed restrictions:

"The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Regulation Manager."

- The perimeter Lots in Phase 2 bordering Mulholland Road shall be single-family, detached homes, no more than one story with a maximum building height of 22-feet as Building Height is defined. "Building Height" is defined in the Manatee County Land Development Code. Any pool cages or other screened cages shall not exceed the height of the home and shall utilize materials of a dark color such as black or bronze.
- All lots bordering Mulholland Road and the west boundary of River Plantation Phase 1 shall have a rear yard setback of 20-feet and shall not include the 30-foot wide roadway landscape buffer.
- The 30-foot wide roadway landscape buffer along Mulholland Road and within River Plantation Phase 2 shall be a minimum of 10-feet in height and retain an 85% opacity. Once the landscaping is planted and reaches the acquired height and capacity, it shall be maintained and allow to grow in its natural form. Any violation of the requirements hereunder shall likewise constitute a violation of Manatee County regulations.
- No watercraft of any kind may be used, docked or otherwise launched from any Lot abutting a lake within the Subdivision. Nor shall any motorized watercraft be used in the Manatee River or Gamble Creek for any purpose.
- River Plantation Phase 2, is located downstream of the Lake Manatee Dam, from which waters periodically release.
- There is a possibility of a future bridge and road widening at the end of Ft. Hamer Road, across Manatee River, connecting to Upper Manatee River Road as shown on the Manatee County Throughfare Plan.

- Per FEMA 44 CFR 60.3.c.2., AE zone shall have the lowest habitable finished floor elevated to or above B.F.E. and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at base flood plus a one (1) foot freeboard (flood protection elevation). Simply put, the finished floor of the homes within the AE zone must be one (1) foot over the base flood elevation.
- If it is determined that any of the structures are in the AE zone, a Floodplain Management Permit will be needed for submittal along with the building permit application.
- A sealed survey showing the FIRM panel number, flood zones and floodway lines delineated, an interpolated base flood elevation, with existing and proposed grades of the lot, must be submitted at the time of building permit application. If there is a FEMA approved LOMR for a specific lot the surveyor will need to note the case number on the survey.
- Project site falls in Zones X and AE with Base Flood Elevations of 10' through 13' above M.S.L., as well as encroachment of the regulatory floodway of Gamble Creek per FIRM Panel 120153 0220C. Specifically, Phase 2 lots 38-101, 123-140, and 152-222 appear to lie partially or entirely within the 100-year floodplain in flood zone AE. No lots have been platted within the floodway.
- Should any lots encroach into the floodway; per FEMA 44 CFR 60.3.d.3-4, floodway zone prohibits encroachments: Fill, new construction, and other development within the floodway, unless engineering demonstrates, it will not result in any increase in flood levels during base flood discharge. Notwithstanding, encroachments may be permitted providing a conditional FIRM and floodway revision, fulfilling all requirements (44 CFR 65.12) for such, has been applied for and approved by the Administrator. Manatee County must be advised if any changes are made to, or any work is proposed in or near to the floodway. Any documentation reference the above must be provided to the Manatee County Building Department.
- Per Manatee County Floodplain Management Code 105.2.4. Construction within fifty (50) feet of the floodway shall require a letter of mitigation
- Documentation of any Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) that has been or will be applied for must be provided to the buyer, as well as the Manatee County Building Department.
- THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE AND THAT THE FLOOD DETERMINATION MADE BY THEIR LENDER MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.

- 12.) Manatee County has no obligation relative to Gamble Creek to maintain, change, improve, clean, repair erosion, or restore natural changes in the course of the stream bed.
- 13.) Attached to and as part of this Notice to Buyer, are copies of the following: location of passive parks, open space, active recreation areas, nature trail and canoe launch; location within the CEA, CSVA, CH, CPA, and 100-year and 25-year flood plains relative to the Property; and a hurricane evacuation plan approved by the Public Safety Department of Manatee County as of 2004.

The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between Buyer and Developer.

EXHIBIT "A" to EXHIBIT "E"

[Proposed Budget] (*Phase I & II*)



<b>RIVER PLANTATION HOMEOWNERS ASSOCIATION, INC.</b>					
<b>457 LOTS</b>					
<b>PROPOSED OPERATING BUDGET FOR YEARS 2005-2015</b>					
		Operating Budget	% of Budget	Budget per lot	Budget per month
<b>4000</b>	<b>INCOME</b>				
4110	ASSESSMENTS				
	Class A	\$347,777	1.00	\$761	\$28,981
	Class B	\$0	0.00	\$0	\$0
4180	SPECIAL ASSESSMENTS	\$0	0.00	\$0	\$0
4160	LATE CHARGES	\$0	0.00	\$0	\$0
<b>4999</b>	<b>TOTAL INCOME</b>	<b>\$347,777</b>	<b>1.00</b>	<b>\$761</b>	<b>\$28,981</b>
<b>5000</b>	<b>EXPENSES</b>				
6545	Contracted Labor	\$105,380	0.30	\$231	\$8,782
6531	Fertilizer/Insect Control	\$6,500	0.02	\$14	\$542
6510	Flowering Annuals	\$5,000	0.01	\$11	\$417
6555	Mulch	\$7,500	0.02	\$16	\$625
6591	Trees/Shrubs	\$4,500	0.01	\$10	\$375
6960	Irrigation Water	\$0	0.00	\$0	\$0
6430	Irrigation Maintenance	\$5,000	0.01	\$11	\$417
6450	Irrigation, Repair	\$9,000	0.03	\$20	\$750
6920	Entrance light/Irrig, electric	\$6,000	0.02	\$13	\$500
6225	Lighting, Repair	\$2,500	0.01	\$5	\$208
6265	Sign Maintenance	\$2,000	0.01	\$4	\$167
6245	Lake & Waterway Maintenance	\$18,177	0.05	\$40	\$1,515
	<b>AMENITIES</b>				
6255	Perimeter Wall	\$0	0.00	\$0	\$0
6256	Pressure Washing	\$3,500	0.01	\$8	\$292
6950	Street Lighting, Electric	\$40,000	0.12	\$88	\$3,333
7250	Swimming Pool Maintenance	\$7,500	0.02	\$16	\$625
7260	Swimming Pool Accessories	\$1,500	0.00	\$3	\$125
7290	Tennis Court Maintenance	\$2,500	0.01	\$5	\$208
7210	Clubhouse Cleaning	\$6,500	0.02	\$14	\$542
7870	Rec. Area Water and Sewer	\$1,200	0.00	\$3	\$100
7240	Cabana Maintenance	\$3,500	0.01	\$8	\$292
6328	Tot Lot Maintenance	\$2,500	0.01	\$5	\$208
<b>8000</b>	<b>MANAGEMENT &amp; ADMIN.</b>				
8560	Management Fee	\$36,000	0.10	\$79	\$3,000
8710	Postage	\$4,500	0.01	\$10	\$375
8680	Office Supplies	\$7,500	0.02	\$16	\$625
8740	Printing and Copying	\$7,500	0.02	\$16	\$625
8220	Christmas Decorations	\$0	0.00	\$0	\$0
8020	Administrative Fees-Liens	\$0	0.00	\$0	\$0
8810	Storage	\$300	0.00	\$1	\$25
8090	Annual CPA Report	\$5,000	0.01	\$11	\$417
8480	Legal Expense	\$5,000	0.01	\$11	\$417
8400	Gen. Liab. and Prop. Insurance	\$5,000	0.01	\$11	\$417
8340	Directors' & Officers Liab. Ins.	\$6,300	0.02	\$14	\$525
8200	Corporate Annual Report Fee	\$70	0.00	\$0	\$6
8120	Bank Charges	\$1,200	0.00	\$3	\$100
8580	Hall Rental	\$500	0.00	\$1	\$42
8500	Licenses and Fees	\$500	0.00	\$1	\$42
8820	Federal Taxes	\$0	0.00	\$0	\$0
8821	State Taxes	\$0	0.00	\$0	\$0
8840	Intangible Taxes	\$0	0.00	\$0	\$0
8600	Misc	\$15,000	0.04	\$33	\$1,250
8900	Property Taxes	\$0	0.00	\$0	\$0
<b>9000</b>	<b>RESERVES</b>				
9600	Swimming Pool	\$5,300	0.02	\$12	\$442
9200	Cabana	\$350	0.00	\$1	\$29
9800	Tennis Court	\$2,500	0.01	\$5	\$208
9240	Contingency	\$5,000	0.01	\$11	\$417
<b>8999</b>	<b>TOTAL EXPENSES</b>	<b>\$347,777</b>	<b>1.00</b>	<b>\$761</b>	<b>\$28,981</b>
<b>9999</b>	<b>NET INCOME</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Annual Assessment with recreational center will be \$761.00 paid quarterly					
Annual Assessment until recreational area is complete will be \$668.66 paid quarterly.					
This is a build-out budget with proposed annual increases of no more than 20% per year.					

EXHIBIT "B" to EXHIBIT "E"

[Tree Plan]

Tree Planting Survey  
**RIVER PLANTATION, PHASE 2**

Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required
1	1	41	2	81	2	121	1	161	2	201	1
2	4	42	3	82	4	122	2	162	2	202	2
3	3	43	3	83	1	123	1	163	1	203	2
4	2	44	2	84	1	124	2	164	5	204	1
5	1	45	3	85	2	125	1	165	2	205	2
6	1	46	4	86	2	126	2	166	1	206	2
7	1	47	2	87	1	127	1	167	1	207	3
8	1	48	1	88	1	128	1	168	1	208	1
9	1	49	2	89	2	129	4	169	1	209	2
10	1	50	1	90	1	130	1	170	2	210	2
11	1	51	1	91	2	131	2	171	4	211	2
12	1	52	2	92	1	132	1	172	2	212	2
13	1	53	1	93	1	133	1	173	2	213	2
14	1	54	2	94	2	134	2	174	1	214	1
15	4	55	4	95	4	135	4	175	2	215	2
16	2	56	1	96	4	136	1	176	2	216	2
17	1	57	2	97	1	137	1	177	1	217	2
18	2	58	2	98	2	138	2	178	2	218	2
19	1	59	1	99	1	139	1	179	2	219	1
20	2	60	2	100	2	140	1	180	2	220	2
21	1	61	1	101	1	141	1	181	1	221	2
22	1	62	2	102	1	142	2	182	2	222	1
23	1	63	2	103	2	143	1	183	2		
24	1	64	1	104	1	144	4	184	2		
25	1	65	1	105	2	145	2	185	2		
26	1	66	4	106	1	146	2	186	2		
27	1	67	1	107	1	147	1	187	2		
28	2	68	2	108	1	148	2	188	1		
29	1	69	1	109	1	149	3	189	3		
30	1	70	2	110	2	150	3	190	2		
31	2	71	2	111	1	151	1	191	2		
32	1	72	1	112	2	152	1	192	3		
33	1	73	2	113	1	153	2	193	3		
34	1	74	1	114	1	154	1	194	2		
35	2	75	5	115	1	155	1	195	1		
36	1	76	2	116	2	156	2	196	2		
37	1	77	1	117	1	157	2	197	2		
38	2	78	2	118	1	158	2	198	1		
39	2	79	1	119	1	159	2	199	2		
40	1	80	1	120	1	160	2	200	2		
<b>TOTALS:</b>	57		76		62		69		77		39
<b>GRAND TOTAL:</b>	380										

Note: All Trees to be Canopy Trees 2.5" Minimum Caliper, 12' Height, 4' Spread

EXHIBIT "C" to EXHIBIT "E"

[Site Plan]

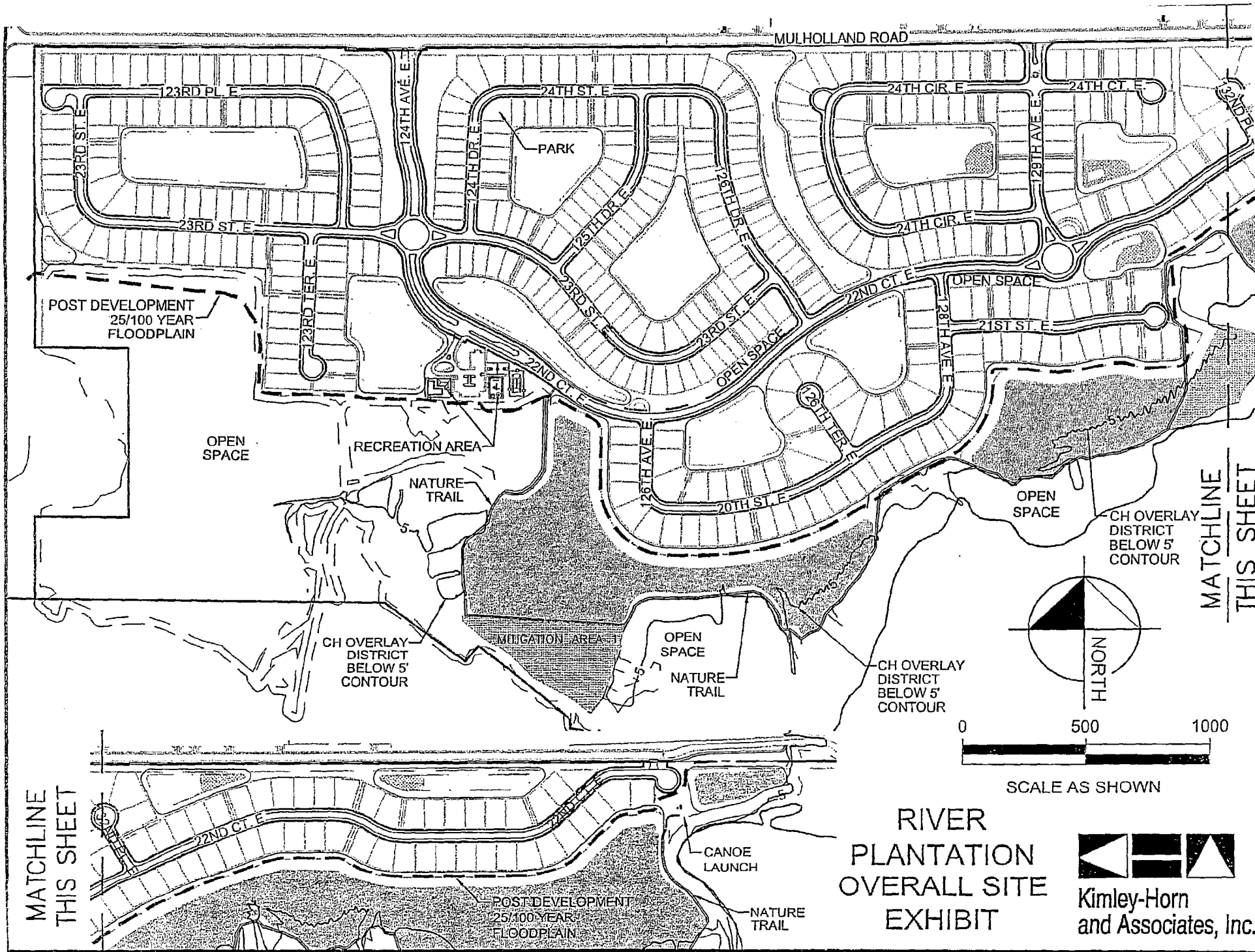


EXHIBIT "F"

[Right of Entry]

RIGHT OF ENTRY

and

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for RIVER PLANTATION PHASE II Subdivision.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, 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.
- III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-rata and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

ACCEPTED IN OPEN SESSION 10/25/05  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

updated 6/20/95

EXHIBIT "G"

[List of Holdings]



**List of Holdings  
at  
River Plantation Phase- II**

The following is a list of holdings at River Plantation Phase-II presently under construction, to be completed by the Developer, to wit:

1. Tract 20: Private Drainage Area; Public Flowage Easement
2. Tract 21: Private Drainage Area; Public Flowage Easement
3. Tract 22: Private Drainage Area; Public Flowage Easement
4. Tract 23: Private Drainage Area; Public Flowage Easement
5. Tract 24: Private Drainage Area; Public Flowage Easement
6. Tract 25: Private Drainage Area; Public Flowage Easement
7. Tract 26: Private Drainage Area; Public Flowage Easement
8. Tract 27: Public Drainage, Utility, & Landscape Easement; Non-Ingress/Egress Easement
9. Tract 28: Public Drainage, Utility, & Landscape Easement; Non-Ingress/Egress Easement
10. Tract 29: Public Drainage, Utility, & Landscape Easement; Non-Ingress/Egress Easement
11. Tract 30: Public Drainage, Utility, & Landscape Easement; Non-Ingress/Egress Easement
12. Tract 31: Private Drainage Area; Public Flowage Easement
13. Tract 32: Private Open Space; Public Drainage Easement
14. Tract 33: Public Lift Station Easement
15. Tract 34: Private Open Space
16. Tract 35: Open Space Conservation Easement; Public Drainage, Maintenance, & Access Easement

EXHIBIT "H"

[Maintenance Program]

## MAINTENANCE PROGRAM

It is anticipated that the budgetary information submitted for the first year of operations will provide for adequate funds to maintain and operate the facilities provided by Developer.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

The maintenance of the open space areas, depicted on the plat, will include appropriate routine mowing, tree trimming, pest and weed control, irrigation repair, plan trimming and replacement, and lake cleaning and treatment.

The lake areas require continual inspection and maintenance, provision for which has been made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by the River Plantation Homeowners' Association, Inc., to which the Declaration is subject.

In all events, a program is being established and will be established respecting all areas of the Subdivision, so as to assure compliance with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

Southwest Florida Water Management District Permit 43025253.001. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.