

**DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
OF
RYE WILDERNESS ESTATES**

Rye Wilderness One, LLC, a Florida limited liability company ("Developer") declares the provisions of this instrument to be applicable to the property owned by it and made subject to this instrument known as "RYE WILDERNESS ESTATES".

Recitals

A. Developer is the Owner of the property legally described in Exhibit A, and intends to develop it as a residential community known as Rye Wilderness Estates in accordance with Manatee County, Florida governmental regulations. Developer may own additional property and may (but is not obligated to) develop part or all of this additional property as a part of Rye Wilderness Estates. The property described in Exhibit "A", and any portion of the additional property subsequently declared to be subject to the provisions for this instrument by a document recorded in the Public Records of Manatee County, Florida, shall be referred to in this instrument as the "Property". All references hereafter to Rye Wilderness Estates, Rye Wilderness Estates Subdivision, or Subdivision shall mean and refer to the property as defined in this Recital A.

B. Developer intends to improve, develop and subdivide the Property and then to sell lots for residential uses, in accordance with a subdivision plat (the "Development Plan"), as the Development Plan now exists or may be subsequently modified.

C. Developer intends to develop the Property into a residential community to be known as "Rye Wilderness Estates".

D. Sound development practices require that provisions be made for the use of the Property and maintenance of portions of Rye Wilderness Estates set aside for the common use of all Owners of property in Rye Wilderness Estates, and other authorized users. These common areas are sometimes referred to in this instrument as the "Common Areas".

E. Developer has caused to be incorporated under the laws of the State of Florida, a corporation not for profit named " Rye Wilderness Estates Homeowners' Association of Manatee, Inc." herein referred to as the "Association". The Association has been incorporated for the purposes set forth in its articles of incorporation and

bylaws, which include the enforcement of certain provisions of this instrument and operating, maintaining, improving and managing the Common Areas for the benefit of Owners in Rye Wilderness Estates.

Therefore, Developer hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, conditions, covenants and easements, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part of it.

ARTICLE I GENERAL PROVISIONS

Section 1.1 Subject Land. The lands subject to the provisions of this instrument shall be the Property, as defined in Recitals A. The Property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this instrument without the necessity of specific reference to it. The absence of any specific conveyance of the Property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any assessments made pursuant to it by asserted non-use of the Common Areas.

Section 1.1a Additional Lands. Developer shall have the right (but not the obligation), to add later any lands adjacent to the land subject to this instrument by recording a document to this effect in the Public Records of Manatee County, Florida. If Developer is not at that time the Owner of the land, the written consent of the Owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Manatee County, Florida.

Section 1.2 Utility Easements. Developer reserves a perpetual easement on, over and under roads, sidewalks and pathways in Rye Wilderness Estates to erect, construct, maintain and use towers, poles, wires, cables, conduits, mains, lines, ditches, drains, and equipment, for the installation, maintenance, transmission and use of utilities including, but not limited to, utilities associated with electrical, water, sewer, telephone, television, gas, communication or other services. Developer may assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. Developer reserves perpetual easements for the surface water management system and its appurtenances, to run in favor of Association for maintenance and management purposes. These easements shall also run in favor of the Southwest Florida Water Management District ("SWFWMD") and Manatee County. Developer further reserves the right to establish such additional easements as may be necessary to accommodate the utilities mentioned herein which easements may be shown on the recorded Plat of Rye Wilderness Estates.

Section 1.3 Underground Utilities. All utility lines and lead in wires, cables, electrical and television lines serving individual residences and located within the confines of any Lot shall be located underground, provided however, that a temporary overhead power line to a structure under construction is permissible. Additionally, existing overhead electrical, cable television and telephone lines around the perimeter

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of the Rye Wilderness Estates Property or main feeder lines into the Rye Wilderness Estates property may be overhead.

Section 1.4 Definitions.

- (a) **"Approved Builder"** shall have the meaning set forth in Section 5.6.
- (b) **"Association"** shall mean and refer to the Rye Wilderness Estates Homeowners' Association of Manatee County, Inc., its successors and assigns.
- (c) **"Common Area"** shall mean all real property as defined in Section 2.1 below.
- (d) **"Declaration"** shall mean and refer to the Declaration of Maintenance and Land Use Provisions of Rye Wilderness Estates as so recorded in the Public Records of Manatee County, Florida.
- (e) **"Developer"** shall mean and refer to Rye Wilderness One, LLC, a Florida limited liability company, its successors and assigns.
- (f) **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Areas.
- (g) **"MCC"** shall mean the Modifications committee as so appointed by the Board of Directors.
- (h) **"Member"** shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.
- (i) **"NCC"** shall mean the New Construction Committee as so appointed by the Board of Directors or the Developer.
- (j) **"Owner"** shall mean and refer to the record title holder, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (k) **"Person"** shall mean any natural person, corporation, partnership, trustee, or other legal entity
- (l) **"Property"** shall mean and refer to that certain real property described in Recital A and such additional Lands added to the Property by the Developer.
- (m) **"Unit"** shall mean any residential improvement constructed in Rye Wilderness Estates.

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**ARTICLE II
COMMON AREAS**

Section 2.1 Definition of the Common Areas. The Common Areas shall include all of the Property not within a Lot or public right-of-way, now or later specifically set aside or deeded to the Association by Developer for the common use and enjoyment of all Owners in Rye Wilderness Estates. The Common Areas may, at the discretion of the Developer, include sidewalks and walkways, parks, nature preserves and common open space, and any other areas set aside for the benefit of all Owners of Rye Wilderness Estates.

Section 2.2 Ownership, Use and Maintenance of the Common Areas. Developer shall remain the Owner of the Common Areas until it transfers title to all or a portion of the Common Areas to the Association. Developer shall maintain at its expense all portions of the Common Area that are not transferred to the Association. The Association shall maintain, at its expense, all portions of the Common Areas transferred to it by the Developer. Every Owner shall have the nonexclusive right to use those portions of the Common Areas to which title has been transferred by Developer to the Association in accordance with the following provisions:

(a) Developer shall until it transfers title to the Common Areas, have the exclusive right vis-a-vis Owners in Rye Wilderness Estates to control the maintenance of all lakes, ponds, canals and drainage control devices on the Property that are a part of the Common Areas. This provision shall not affect Developer's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

(b) Developer shall have the right to prevent use of portions of the Common Areas by the general public.

(c) Subject to any rules and regulations adopted by the Developer during the time it retains ownership of the Common Areas, or rules and regulations adopted by the Association after title is conveyed to the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of Lot Owners, create any type of nuisance or create a dangerous condition. As long as Developer owns title to or rights to purchase any of the land described in Exhibit A, it shall have the right to adopt or require the Association to adopt rules and regulations pertaining to use of the Common Areas that are not in conflict with this Declaration.

(d) Lot Owners in Rye Wilderness Estates, their guests, invites and/or tenants may use the Common Area lakes and ponds within Rye Wilderness Estates for such private and recreational purposes as are permitted by law, which do not interfere with the peaceful enjoyment of other Lot Owners, create a nuisance, or cause a dangerous condition to exist, and which are consistent with such reasonable rules and regulations governing such use as may be adopted from time to time by the Association. No commercial use, however, shall be made of any such bodies of water. No boat or craft shall be used on any such bodies of water which utilizes any petroleum powered motor as a means of propulsion. Any docks or wharfs which may be constructed by the

Developer may not be modified in any way without the prior written consent of the Association, and no docks, wharfs or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of the Association.

(e) No part of the Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by Developer or the Association or their representatives. No improvements or structures other than those built by or approved by the Developer shall be constructed on the Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Developer, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by Developer. These provisions regarding Developer approval shall not affect Developer's or the Owner's obligation to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by Developer may be given.

(f) Storm water drainage and management within the common areas, and all retention or detention areas for storm water, are subject to the provisions of the existing SWFWMD permit ("Permit") issued for the Property. All use of the Common Areas as it might affect storm water drainage and management must be done in a manner consistent with the Permit. Any improvements or structures in the surface water or storm water management areas within the common areas shall be subject to prior approval by the Southwest Florida Water Management District ("District") and the Manatee County Environmental Management Division. See Items 19, 20, 21 and 22 of Notice to Buyers, attached hereto as Exhibit "B".

(g) The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities and facilities, television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and such purposes and subject to such conditions as may be agreed to by the members of the Board.

ARTICLE III THE ASSOCIATION

Section 3.1 Membership in the Association. Every Owner shall be a member of the Association, which shall be a Florida corporation not for profit. As provided in its Articles of Incorporation (attached as Exhibit G), Developer shall have the right to retain control of the Board of Directors until transition of control is required under Florida Statutes 720.307. Subject to this right, each Owner shall have the voting rights provided in the Articles of Incorporation, for the Association.

Section 3.2 Duties of the Association. The Association has been organized to operate, maintain, manage and improve the Common Areas of Rye Wilderness Estates and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in its Articles of Incorporation, or given to it by law, shall have the power and duty to levy and collect maintenance assessments against Lots as provided in this instrument.

Section 3.3 Annual Maintenance Assessment. The annual maintenance assessment to be levied against all Lots subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

- (a) Annual and special assessments must be fixed at a uniform rate for all Lots.
- (b) Each Owner shall be advised in writing, mailed to his/her address as recorded in the records of the Association on or before November 30th of each year, of:
 - (1) The percentage applicable to the Owner's individual parcel, and the manner by which the percentage was calculated.
 - (2) The Association's annual budget.
 - (3) The dollar amount of the payment due and payable by the Owner for the particular year.
 - (4) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior years' budget.

Section 3.4 Assessment and Budget. Within sixty (60) days after the close of the fiscal year, the Association shall prepare an annual financial report, as set forth in Section 720.303(7), Florida Statutes, as amended from time to time. Prior to November 30, and in the month of November of each subsequent year, the Association shall establish a budget and levy an assessment against individual parcels subject to the annual maintenance assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

- (a) To pay ad valorem taxes, if any, assessed against the Common Areas.
- (b) To pay any other taxes assessed against or payable by the Association.
- (c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas including, without limitation, lakes, canals, lighting, landscaping, security services, horticultural improvements, irrigation, drainage, and aquatic plant control. This shall include maintenance and recertification requirements concerning surface water and storm water maintenance and management within the Common Areas.

(d) To pay all utility charges incurred in connection with the operation of the Common Areas or the performance of the Association's obligations under this instrument.

(e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.

(f) To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.

(g) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

(h) To pay operating expenses of the Association including reimbursement of actual expenses properly incurred by officers and directors.

(i) To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.

(j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument and the Development Plan.

Section 3.5 Collection of Annual Maintenance Assessments and Special Assessments. The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:

(a) The annual maintenance assessment shall be paid in advance by each Owner on or before January 1 of each year at the offices of the Association in Manatee, Florida, or at such other place as may be designated by the Association. The assessment shall become delinquent if not paid by February 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

(b) The Association may, from time to time, levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to it, or for the purpose of funding any shortfall in the budget. However, any special assessment shall first be approved by the Board of Directors. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment.

(c) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid within thirty (30) days after the delinquency date, the Association may, in addition to any other remedies it may have, bring an action against

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the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment any interest, all costs and attorneys' fees incurred in collecting the assessment and to charge a late fee to be established by the Board, not to exceed Twenty-Five Dollars (\$25.00).

Section 3.6 Lien for Annual Maintenance Assessment and Special Assessments. The following provisions are made to establish an alternate or cumulative means to enforce collection of annual maintenance assessments and any special assessments:

(a) Developer, as the present Owner of the Property, declares that all Lots subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these Lots, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each Owner of any Lot subject to these assessments, by acceptance of a deed to the Lot, shall be deemed to have agreed to pay the assessments to the Association. Also, any future

Owner of any Lot acquiring title by devise, intestacy, gift, or other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection cost, as provided in this instrument, shall upon the filing of a claim of lien therefore be a continuing lien on the Lot subject to the assessments and all improvements of such Lots until the lien is satisfied and released.

(b) If the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to file a claim of lien in the Public Records of Manatee County, Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Manatee County, Florida.

(c) The lien for any assessment levied against a Lot shall be subordinate and inferior only to ad valorem or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d):

(d) The lien for any assessment shall be subordinate to all first institutional mortgages which are placed upon any Lot subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the property pursuant to a final judgment of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

(e) The Association may enforce the assessment lien by a foreclosure action in the same manner as a mortgage or in any other manner permitted by the laws of the State of Florida. If the Association commences an action to foreclose the lien, it shall be entitled to recover all costs, expenses and attorneys' fees incurred in preparation for and in bringing the action, and all costs, expenses and attorneys' fees shall be secured by the lien.

(f) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall

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relieve an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting it.

Section 3.7 Reserves. The Association may, in its discretion, either hold collected assessments without investing them, or it may invest them. The Association may also set aside in reserve a portion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.

Section 3.8 Lands Subject to Assessment. All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument, with the exception of the following land:

(a) Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by Developer to any governmental body, or public or private utility company, as reflected in any Lots of Rye Wilderness Estates or in any document recorded in the Public Records of Manatee County, Florida;

(b) The Common Areas as more particularly defined in Article II.

(c) Any other lands that may be determined by Developer, in its sole discretion, to be of use and benefit to property Owners in Rye Wilderness Estates and added to the Common Areas.

Some of the areas contemplated in Subparagraph (b) are reflected generally on the plat that is a part of the Development Plan. However, these areas are subject to change by Developer. The exact location, description, definition and usage of these areas will be shown on plats, deeds to lands in Rye Wilderness Estates, and in other documents that are recorded from time to time in the Public Records or in Plat Books of Manatee County, Florida.

Section 3.9 Indemnification. The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of Florida Statutes, as amended, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or others matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition or such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified directors, officers or otherwise, both as to action in his/her official capacity and as to action in another person who has ceased to be a director, officer, committee member, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Notwithstanding, in no event, however, shall any officer, director, committee member, employee or agent be indemnified for his/her own willful misconduct or, with respect to any criminal proceeding, his/her own knowing violation of provisions of law. Any advancement of expenses provided shall be reimbursed upon a finding of willful misconduct or knowing violations.

Section 3.10 Transfer Fees. The Association may charge a reasonable fee in connection with a transfer or sale of a Lot or parcel in Rye Wilderness Estates. The

Association shall have the lien rights given for the collection of assessments if the Owner, transferor or transferee fails to pay such fee on demand.

Section 3.11 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Developer (or any assignee of its rights , or any affiliate) is the Owner of any Lot, Unit or undeveloped property within the Property, the Developer shall have the option in its sole discretion to (i) pay assessments on the Lots owned by it, or (ii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Associations operating expenses not produced by assessments receivable form Owners other than the Developer. The deficit to be paid under option (ii) above, shall be the difference between actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines, rents and incidental income) any surplus carried forward from the preceding year(s). The Developer may from time to time change the option stated above under which the Developer is making payments to the Association by written notice to such effect to the Association. When all Lots owned by the Developer within the Property are sold and conveyed to purchasers, neither the Developer, nor its assignees or affiliates, shall have further liability of any kind to the Association for payment of assessments, deficits, or contributions.

ARTICLE IV USE RESTRICTIONS

Section 4.1 Single Family Use. Subject to Article V, no Lot or Unit shall be used except for single-family residential purposes. No building constructed on a Lot shall be used except for residential purposes.

(a) Accessory Structures. Dog houses, or structures of similar kind of nature shall not be permitted on any part of a Lot without approval by the Board. Dog houses and runs should be located so as not to be obtrusive. They should be painted to blend with their immediate surrounding or left to weather naturally. Landscaping will be required to soften the structures visually. Prefab, chain-link dog runs general will not be approved unless screened by wood fencing or located in a heavily planted area and painted flat black or green. Tool sheds are not permitted on any Lot.

(b) Air Conditioning Units. Except as may be permitted by the Board of Directors, or its designee, no window air conditioning units may be installed in any Unit. All air conditioning equipment must be enclosed by privacy walls acceptable to the Board.

(c) Animals and Pets. No animals, reptiles, livestock, wildlife, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or which, in the sole discretion of the Association, endanger the health and safety of the Owners and their guests and invitees, make objectionable noise, or constitute a danger, nuisance, or inconvenience to the Owners of other Lots or the Owner of any portion of the Property shall be removed upon the request of the Board of Directors. If the Owner fails to honor such request, the pet may be removed by the Board of Directors. No pets shall be kept, bred or maintained for any commercial purpose. Household pets shall at all times, whenever they are outside

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the Owner's Unit (including the Lot), be confined on a leash held by a responsible person.

(d) Antennas, Satellite Dishes. Developer and/or the Association shall have the right, without obligation to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property. The Association shall also have the authority to promulgate rules and regulations governing the antennas and satellite dishes that owners may wish to install or erect, including rules which may restrict the location, placement and types of antennas and satellites. Such rules and regulations must be promulgated in accordance with all FCC regulations applicable.

(e) Artificial Vegetation, Exterior Decorations, Interior Blinds and Drapes and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Lots. Exterior decorations to a Lot or Unit, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article VI of this Declaration. All windows on any Unit which are visible from the street or from other Lots, shall have window coverings which have a white or off-white backing or which blend with the exterior color scheme of the Unit, as determined in the sole discretion of the Board of Directors or its designee. Reflective window coverings are prohibited. No awnings, canopies, or shutters shall be permanently installed on the exterior of any Unit unless first approved by the Board of Developers, or its designee. Notwithstanding, the Association may not preclude to display the United States flag. However, flag must be displayed in a respectful manner and may be subject to reasonable demands as to size, placement and as adopted by the Board.

(f) Clotheslines, Garbage Cans, Tanks, Etc.. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon. All clotheslines, storage tanks, mechanical equipment, garbage can storage structures, and such other items shall be subject to approvals set forth in Article VI of this Declaration.

(g) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Developer or

any builders approved by Developer, with respect to its development and sale of the Property (including any resales) or the use of any Lots as models or sales offices.

(h) Decks. Decks should be located at the rear of the Units. The configuration, detail and railing design of a deck should relate harmoniously with the architectural style of the Unit. Wood decks must be constructed with rot-resistant wood and, in many cases, may be left to weather naturally. In some instances, the Board will require that the decks be stained to coordinate with the Neighborhood design or to help integrate the deck with the house. A skirt board must be constructed and landscape planting should be provided to screen structural elements and to soften the structure visually.

(i) Firearms. The discharge of firearms within the Property is prohibited. The "firearms" includes B-B guns, pellet guns, and other firearms of all types, regardless of size.

(j) Lighting. All Units must install an approved post light, that is direct wired (no turn-off switch) and on a photo-cell. The Owner will be responsible for maintaining the lighting for his/her Unit and the Association shall have the right at the Owner's sole cost and expense to maintain such lighting in the event the Owner fails to do so.

(k) Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot. All lawns, landscaping, sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. Owners whose lots abut a lake bank or lake are responsible for maintaining, in a good and sightly condition, all land lying between their lot and the water line of the lake, including required mowing of said area. Owners whose Lots back up to a buffer area will be responsible to maintain the property in the Buffer area behind their Lot. If the buffer areas are Common Areas, the Association, and not the Owners, are responsible for the maintenance. All Owners must maintain their front yards to the edge of the roadway asphalt, including any unpaved right-of-way. Upon the failure to maintain the premises as aforesaid to the satisfaction of Developer or Association, and upon the Owner's failure to make such correction within fifteen (15) days after Developer gives written notice of same, Developer or Association may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Owner, or Developer or Association may bring an action at law or in equity. Such entry by Developer or Association or its agents shall not be a trespass and by acceptance of a deed for a Unit, such party has expressly given the Developer or Association the continuing permission to do so which permission may not be revoked; provided, however, Developer or Association or its agent does not have to give written notice in the case of an emergency, in which event, Developer or Association may without any prior notice, directly remedy the problem. If any Owner fails to make payment for the cost of the correction within fifteen (15) days after request to do so by Developer or Association, assessment for the payment requested shall be levied and enforced in accordance with the provision of Article III hereof.

Notwithstanding any other provision of this Declaration to the contrary, the Association shall maintain all unimproved Lots in the subdivision and the cost thereof shall be paid to the Association by the Owner quarterly by a billing procedure determined by the Association. If any Owner or the Association fails to make payment within fifteen (15) days after request to do so by Developer, assessment for the

payment requested shall be levied and enforced in accordance with the provision of Article III hereof.

(l) Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

(m) Occupants Bound. All provisions and any of the community wide standards of the Declaration, By-Laws, rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, or visitors of any Unit. Every Owner shall cause all occupants of his/her Unit to comply with the Declaration, By-Laws, rules and regulations and the community wide standards adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, rules and regulations and community wide standards adopted pursuant thereto.

(n) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground gas or propane fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted only if approved in accordance with Article VI hereof.

(o) Parking. Vehicles shall be parked only in the garages or in the driveways serving the Units. No overnight on-street parking or parking on lawns shall be permitted.

(p) Playground, Play Equipment, Stroller, Etc. The Board may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected on Lots provided it is approved in accordance with Article VI hereof. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Tennis courts will not be permitted. Playhouses, if approved, must be placed in rear yard within set back lines and must be in scale with the size of the yard and consistent with Unit.

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(q) Pools. No above-ground pools shall be erected, constructed or installed on any Unit except that above ground spas and Jacuzzi may be permitted as approved in accordance with Article VI hereof.

(r) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages or side or rear yards if fully hidden by an approved privacy fence. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Unit except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks, or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit. Any vehicle which is parked in violation of this Section 4.1(r) or which is in violation of Section 4.1(v) due to the type of vehicle may be towed by the Board of Directors.

(s) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(t) Subdivision of Lots and Time Sharing. No Lot shall be subdivided. No Lot's boundary lines shall be changed or modified except with the prior written approval of the Board of Directors of the Association. Developer hereby expressly reserves the right to replat any Lot or Lots owned by Developer; provided such division boundary line change, or replatting is not in violation of the applicable zoning regulations. No Lot or Unit shall be made subject to any type of time share program, interval Ownership or similar program whereby the right to exclusive use of the Lot or Unit rotates among multiple Owners or members of the program on a fixed or floating time schedule over a period of years.

(u) Tents, Trailers and Temporary Structures. Except as may be permitted by the appropriate committee under Article VI hereof, during initial construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Unit.

(v) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except of temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes.

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(w) Walls and Fences. Except as otherwise permitted by the NCC or MC (as such terms are hereinafter defined) the following provisions shall apply to all walls and fencing on the Property. All walls and/or fencing must conform to the parameters as follows:

The location of all fences and walls must be approved by the NCC prior to installation. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and may be allowed within the building set-back.

Any and all wall and fences may not exceed an average height of six (6) feet exclusive of pillars or ornaments and shall in no instance exceed six (6) feet in height measured from the first floor finished floor elevation unless approved by the NCC or MC in writing.

(x) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than Developer or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow.

(y) Drainage Areas. For the purposes of this Declaration, "Drainage Areas" means those portions of the Common Areas designated as surface water management areas, drainage areas, basins, drainage easements, water management tracks, canals or canal easements (collectively "Drainage Areas") which are reflected on the Plat, and any amendments thereto, or are described in this Declaration, or otherwise designated by Developer as "Drainage Areas," and which shall be kept and maintained by the Association for irrigation, drainage, storm water retention and detention and beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities. The Drainage Areas are an integral part of a master drainage system which is for the benefit of the Subdivision. The Association shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities.

(z) Wetlands, Lakes and Ponds. Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Manatee County, this Declaration, the Plat, any addendum thereto, or otherwise designated by Developer and which are areas subjected to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept and maintained by the Association together with any adjacent shoreline in an ecologically sound condition for water retention drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements.

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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, Surface Water Regulation Manager.

(aa) Environmental Restrictions. Building in or filling of wetland areas shall be prohibited without an approved plan and permit from the Manatee County Environmental Management Division or such other department of Manatee County that has jurisdiction of the matter at that time. The environmental restrictions established in this paragraph shall be enforceable by the Developer, the Association or by Manatee County, and in the event any such enforcement action is commenced, the prevailing party shall be entitled to reimbursement from the opposing party for all Court costs and Attorneys fees, including negotiation, investigation, trial and appellate proceedings.

No Owner of the Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the maintenance easement or the grass swales described in the approved permit and recorded in plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4, or other applicable chapters of the Florida Administrative Code.

(bb) Windows, Doors, Awnings and Shutters. Unfinished aluminum, bright finished, or bright plated metal or exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electrostatically painted, and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed or stained.

(cc) Sidewalks. Owners of Lots which are required to have sidewalks per subdivision construction plans approved by Manatee County Planning Department shall be required to construct those sidewalks on their Lots at their expense in accordance with subdivision construction plans approved by Manatee County Planning Department, upon completion of construction of a dwelling on the Lots or within three (3) years of final plat recording whichever shall occur first. If any Owner fails to construct sidewalks as required herein the Association may at its option and after ten (10) days written notice to the Owner of its intent to do so arrange for construction of the sidewalks on the Owner's Lot at Owner's expense and assess the cost to the Owner. The Association shall have the lien and other rights given for collection of assessments under Article III above, if Owner fails to pay such costs on demand, and shall have the right to enter upon Owner's Lot and the exterior of any improvements to exercise its rights hereunder.

(dd) Roofs. Concrete tile is the only acceptable roofing material. Cement tile is also an acceptable roofing material. Roof color should be an integral part of the exterior coloring of the residence. The proportions of the roof shall be consistent with the architectural style of the residence. The fascia and roof overhangs must be in proportion and blend with the rest of the residence.

(ee) Access. No Lot or parcel of lands shall be used for any purpose other than solely and exclusively for a single family residential dwelling unless

Developer approves in writing the use of a Lot, or portion thereof, for a road. Provided, however, that in the event a Unit is built upon a Lot, said Lot(s) shall no longer be considered to be used as a roadway.

(ff) Garages, Driveways. Each single family detached resident must have a private fully enclosed garage for not less than two cars. Conversion of any garage to living area shall be prohibited. Garages shall be in keeping with the architectural style of the residence. Carports are not permitted. Double garage doors should be a minimum of 16' in width and doors for individual stalls shall be a minimum of 8' in width. All garage doors must be in keeping with the architectural style and the materials used on the residence. No garage doors shall face the street.

All single family residence shall have a driveway of at least 16' in width at the property line, unless a lesser width is approved by the NCC. Finished concrete, patterned concrete, bombinate pavers and integrated stone finishes are permitted. Other driveways may also be constructed of brick or interlocking pavers but must be of a stable and permanent construction. Asphalt, blacktop, stained concrete and epoxy bonded aggregate are prohibited.

(gg) Size of Residence. The living area of each residence constructed on a Lot must contain a minimum of 2,000 square feet. Living area is defined as heated and or air conditioned areas and exclusive of garages, porches, patios and terraces.

(hh) Set Backs. Subject to the right of the Association and Developer to grant variances, required Set Backs in this Subdivision are as follows: No Unit or other structural improvement, including a pool shall be (i) constructed within thirty (30) feet of the front lot line of the Lot, and (ii) constructed within fifteen (15) feet of the side lot line of a Lot, except that as to any Lot which has a front lot line width of less than ninety (90) feet, one side lot line set back may be reduced to no less than ten (10) feet, and (iii) constructed within twenty five (25) feet of the rear lot line, except for lots abutting a water body or lake, in which case the set back shall be no less than thirty (30) feet from the normal water line.

(ii) Landscaping Local Residential Streets. Each property Owner shall plant, within twenty-five (25) feet of the right-of-way of each local street (as defined in the Manatee County Land Development Code) within Rye Wilderness Estates prior to Certificate of Occupancy, one canopy tree meeting the requirements of Section 715.3.4 of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement.

Each property owner shall comply with the Landscape Plan by planting the required trees on the Landscape Planting Schedule attached hereto as Schedule 1 to Exhibit "B". Responsibility for installation and maintenance is each property Owners.

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(jj) Garage Entry. Except when an appropriate variance is granted by the Developer or the Association, all garage doors providing vehicular entry to the garage must only face the side lot line.

Section 4.2 Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(1) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing, except with the prior written consent of the Board of Directors. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Declaration.

(2) Compliance with the Documents. Every Owner shall cause all occupants of his/her Unit to comply with the Declaration, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration. All lessees and occupants of a Unit must agree to comply with the Declaration.

Section 4.3 Exculpations and Approvals. Developer, the Association, and the NCC, the MC or any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without liability of any nature or kind to Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by Developer, the Association, the NCC, the MC or their agents under this Declaration shall be, in writing, and binding upon all Persons.

Section 4.4 Community-Wide Standards, Rules. The Association, through the Board of Directors, shall have the right to promulgate and impose further Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, the Common Areas, and any improvements located thereon, and to impose reasonable user fees for use of the Common Areas.

**ARTICLE V
DEVELOPER'S RIGHTS**

Section 5.1 Purpose. The purpose of this Article V is to set forth certain Developer's rights, and to refer, for ease of reference to , certain other Developer's rights set forth in this Declaration. The purpose of this Article V shall in no way be a limitation of any rights of Developer otherwise set forth in this Declaration or as provided under law.

Section 5.2 Duration of Rights. The rights of Developer set forth in this Declaration shall extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in the Property; or (ii) the determination by Developer in a statement in writing placed of Public Record; or (iii) December 31, 2015.

Section 5.3 Construction, Marketing. At the time of recording of this Declaration, development and construction of the lots and improvements in the Subdivision have not been completed. Developer reserves all rights and easements necessary or desirable with respect to the Subdivision to complete such development and construction and to effect the sale or lease of all the Lots. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Subdivision and the Lot Owners, no Lot Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Developer. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles of Incorporation, or Bylaws shall be construed to:

(a) Prevent Developer, its successors and assigns, or any Approved Builder, or their contractors or subcontractors, from taking whatever steps they determine to be necessary or desirable to effect the completion of the development of the Subdivision, including, without limitation, the alteration of construction plans and designs as Developer or any Approved Builder deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Subdivision being subject to modification by Developer or an Approved Builder at any time and from time to time without notice).

(b) Prevent Developer, its successors and assigns, or any Approved Builder, or their contractors or subcontractors, from erecting, constructing, and maintaining within the Subdivision such structures as may be reasonably necessary for the development of the Subdivision, the construction of improvements therein, and the sale and leasing of the Lots.

(c) Prevent Developer, its successors and assigns from replatting any contiguous group of Lots or Common Areas owned by Developer, provided such replatting is done pursuant to an amendment to this Declaration executed by Developer and recorded in the Public Records. Notwithstanding any provision hereof to the contrary, Developer, its successors and assigns, (and Approved Builders, upon prior written consent of Developer) shall have the express right to construct, maintain, and carry on such offices, structures, facilities and activities within the Subdivision as, in the sole opinion of Developer, may be reasonably necessary, convenient, or appropriate to the construction of improvements or sale or leasing of Lots, including, but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs, model homes, and sales offices. The right to construct, maintain, and carry on such facilities and activities shall specifically include the right to use any

property owned by Developer and any property owned by the Association as administrative offices, sales offices, and models.

Section 5.4 Scope. The rights and privileges of Developer, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Developer, its successors, designees and assigns, under any other document or instrument related to said rights and privileges. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Developer that may not be suspended, superseded or modified in any manner unless same is consented to by Developer, and such rights may be assigned in writing by Developer in whole or in part as Developer deems appropriate.

Section 5.5 Model Homes. No Model homes shall be permitted without the prior written consent of Developer.

Section 5.6 Approved Builders. In keeping with Developer's intent to establish and maintain within the Subdivision a neighborhood of quality homes and aesthetically pleasing design, the first home to be constructed on each Lot shall be constructed by a builder approved by Developer (an "Approved Builder"). To enable a Lot Owner to comply with this restriction, Developer shall maintain at all times a list of at least two Approved Builders from which a Lot Owner may choose. The list of Approved Builders may change from time to time in Developer's sole discretion. The designation of a builder as an Approved Builder (including the number of builders so designated) shall not create any liability on the part of Developer or Declarant, and no Person shall have any claim against Developer or Declarant because of such designation. Neither Developer nor Declarant shall be liable in damages to any Person by reason of mistake in judgment, negligence, or nonfeasance in conjunction with such designation. Neither Developer nor Declarant guarantees any aspect of the Approved Builders, including but not limited to contractual or other obligations, financial capacity, quality of construction, reliability of warranty programs, or timely completion of Improvements. Each Lot Owner agrees, by acquiring title to a Lot or an interest therein, that he will not bring an action or suit against Developer or Declarant to recover damages in connection with matters to which this Section 5.6 pertains.

ARTICLE VI ARCHITECTURAL STANDARD AND REVIEW

Section 6.1 Architectural Standards. No construction (which term shall include within its definition staking, clearing, excavating, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to subsections (a) and (b) below. The Board of Directors may establish reasonable fee to be charged by the committees on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications .

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This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article VI. This Article may not be amended without the Developer's prior written consent so long as the Developer's owns any land subject to this Declaration or subject to annexation to this Declaration.

(a) New Construction Committee. The New Construction Committee ("NCC") shall have exclusive jurisdiction to review and approve all original construction on any portion of the Property. Developer retains the right during the period provided for in Section 5.2 hereof to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in (b) below for the Modifications Committee. New construction shall not commence until the approval required herein is obtained.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures for new construction in the Subdivision ("Design Guidelines"). Copies shall be available from the NCC for review. The Design Guidelines shall be those of the Association, and the NCC shall have authority prepare and amend them, subject to the Board's authority to review and approve the Design Guidelines. In event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonable required, within twenty (20) days after submission thereof, the plans shall be deemed approved.

The Developer and Board of Directors may (i) elect to waive the review and approvals required herein for new construction by some of the Approved Builders, or (ii) assign to some of the Approved Builders the right to establish Design Guidelines for new construction on the Lots owned by such Approved Builders. To be effective such waiver or assignment must be set forth in a written instrument executed by the Developer and the Board of Directors.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three (3), but not more than nine (9), persons, all of whom shall be appointed by the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or to structures containing Units and the open space, if any appurtenant thereto. Until establishment of the MC, the NCC shall have jurisdiction over all improvements and modifications in accordance with this Section.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice ("Modification Guidelines"), consistent with those of the NCC. In the event of any conflict, the ruling of the NCC shall be controlling.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modification additions or alterations, shall be submitted to the MC for

approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, the modifications and alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within twenty (20) days after submission, the plans shall be deemed approved.

Section 6.2 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or other matter whatever subsequently or additionally submitted for approval or consent.

Section 6.3 Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, or (b) stop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6.4 No Liability. No review or approval by the NCC or the MC shall imply or be deemed to constitute an opinion by NCC or the MC, nor impose upon the NCC, the MC, the Association, Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the NCC or the MC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetic and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other Person or purpose, and no Person other than the NCC or the MC shall have any right to rely thereon, and any review or approval by the NCC or the MC will create no liability whatsoever of the NCC, the MC, Developer or the Association to any other Person or party whatsoever.

Section 6.5 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

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**ARTICLE VII
MISCELLANEOUS PROVISIONS**

Section 7.1 Enforcement. These covenants and restrictions may be enforced by Developer, the Association by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and Attorney's fees.

Section 7.2 Violations. Failure of an Owner or any other Person subject to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The Association shall have the right to suspend the rights of use of Common Areas of defaulting Owners, and/or an owner's tenants, guests or invitees. Additionally, the Association may suspend the voting rights of a member for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days. The offending Owner shall be responsible for all costs of enforcement including attorneys, fees actually incurred and court costs.

Section 7.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or guest or tenant of Owner to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of the fining committee as set forth herein, at which time the owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days, notice of such meeting shall be given.

(b) Hearing. The alleged non-compliance shall be presented to the committee after which the shall hear reasons why a fine(s) should not be imposed.

(c) Amounts. The Board of Directors (if its findings are made against the owner) may impose special Assessments against the Lot owned by the owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) A fine may be levied on the basis of each day of a continuing violation.

(3) Subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of one Thousand Dollars (\$1,000.00).

(d) Payment of Fines. Fines shall be paid not later than five (5) days after notice of the imposition of the fine in question.

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(e) Collection of Fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Hearing Panel. A fine may not be imposed without providing the Owner an opportunity for a hearing before a committee. In such case, the hearing provided for above shall then proceed and the hearing panel appointed per this paragraph shall have all the authority and take all necessary actions contemplated in this Section to be exercised and taken by the Board. Such panel shall consist of at least three (3) Owners who are not (i) related to the Owner giving the notice, (ii) a complainant against same with respect to the matter for which a fine is proposed, (iii) otherwise reasonably believed to be objective in the reasonable judgment of the Board, or (iv) who are officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve the proposed fine, it may not be imposed.

Section 7.4 Notices to Owners. Any notice required to be sent to any Owner under the provisions of this instrument shall be properly sent if mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of the mailing, and it shall be the responsibility of the Owner to notify the Association in writing of any change of address.

Section 7.5 Amendments. These Covenants and Restrictions may be amended by the Developer so long as the Developer owns one (1) Lot for sale in the normal course of business or more in the Subdivision or by the written consent of the Owners of a majority of Lots in the Subdivision. Amendment by a majority of Lots cannot be valid, however, if the Developer owns any Lot in the Subdivision unless Developer consents thereto. Said consent shall not be unreasonably withheld by the Developer. Such amendment shall become effective when duly executed and recorded in the Public Records of Manatee County, Florida. No such amendment, however, shall invalidate any action properly taken under these covenants and restrictions. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

Additionally, "Any amendments to these documents which would affect the surface water management system, including the water management portions of the common

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areas, must have the prior written approval of the Southwest Florida Water Management District (SWFWMD)."

Section 7.6 Supplements, Rules and Regulations. Developer reserves the right to adopt supplemental covenants and restrictions and rules and regulations with respect to the property or any portion of it, as long as the supplemental covenants and restrictions do not conflict with the terms and provisions of this instrument.

Section 7.7 Transfer of Title to Association. Developer may from time to time transfer portions of the Common Areas to the Association. Developer may, in this transfer of title, subject the title to such easements, reservations, restrictions and limitations as the Developer deems appropriate. The Association shall be obligated to accept title to each parcel delivered by Developer, and thereafter, to maintain the land described in the deed for the purposes provided in this instrument and to pay all taxes that subsequently become due and owing.

Section 7.8 Assignment to Association. Developer reserves the right to assign and delegate to the Association any portion or all of its rights, title, interest, duties and obligations created by this instrument and the Association agrees to accept this assignment.

Section 7.9 Withdrawal of Property. Developer reserves the right, at any time, to withdraw from the effect of this instrument any land owned by it if consistent with the Resolution, and if the land to be withdrawn would not completely or practicably sever the remaining land, and if the withdrawal would not materially increase the annual assessment against Property in Rye Wilderness Estates remaining subject to this instrument.

Section 7.10 Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

Section 7.11 Term. These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the Owners of seventy-five percent (75%) of Lots in the Subdivision execute and record in the Public Records of Manatee County, Florida, an instrument specifically rejecting a subsequent renewal.

Section 7.12 Invalidity. The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any part to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

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Section 7.13 Effective Time and Date. This instrument shall take effect at the time and on the date that it is recorded in the Public Records of Manatee County, Florida.

Section 7.14 Access. Developer and the Association shall have the right to access on any Lots or any improvements constructed on Lots, between the hours of 9:00 A.M. and 5:00 P.M., upon advance notice to the Owner to determine whether or not an Owner has complied with the provisions of this instrument relating to land use.

Section 7.15 Discretion. Whenever the provisions of this instrument require approval of Developer or Association, the approval may be either granted or denied in the sole discretion of either Developer or the Association.

Section 7.16 Subordination. Developer and Association agree that their respective interests under this instrument are subordinated to the lien, encumbrance and operation of any mortgages existing at the time of its recordation that encumber any portion of the Property and any additional, replacement, or subsequent mortgages obtained by Developer to finance improvements to the Property or any part of it. Although these provisions are self-executing, the Association shall execute such instruments in recordable form to evidence further this subordination of its interests as Developer may request.

Section 7.17 Enforcement of These Restrictions.

(a) Enforcement by Manatee County of these Restrictions. Manatee County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the subdivision. Furthermore, no Amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Manatee County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Manatee County.

(b) Enforcement by SWFWMD. The district shall have the right, but not the obligation, to enforce by proceedings at law or in equity the conditions of its Permit the rules of the District, and the provisions of this Declaration which deal with surface water and storm water management.

Section 7.18 Notice About Agricultural Land. All Owners are hereby notified that there are neighboring agricultural uses, including the possible truck traffic, as well as, the use of pesticides and herbicides, and of odors and noises associated with agricultural uses.

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Section 7.19 Notice About Kennel. All Owners are hereby notified that there is a kennel located adjacent to the south of the Rye Wilderness Estates property.

Section 7.20 Manatee County Plat Requirements. Pursuant of Manatee County Plat requirements, the following is a list of Exhibits:

- Exhibit "B" Notice to Buyers,
- Exhibit "C" Listing of Holdings,
- Exhibit "D" Maintenance Program,
- Exhibit "E" Fiscal Program,
- Exhibit "F" Right of Entry and Compliance with Manatee County Land Development Code,
- Exhibit "G" Articles of Incorporation,
- Exhibit "H" Bylaws,
- Exhibit "I" SWFWMD Permit, and
- Exhibit "J" Common Area Landscape Schedule

Section 17.21 Notice of Interneighborhood Ties. The potential homeowner is notified of the presence of interneighborhood ties to existing and future development and that traffic from adjoining development may use their roadways.

Section 17.22. Notice of Radio Control Airplace Airport. The potential homeowner is notified of the presence of a neighboring Radio Control Airplane Airport and the presence of possible noises associates with such uses.

Section 17.23. Notice of Florida Gas Transmission Line Easement. Though not in this specific phase of the project, the potential homeowner is notified of the presence of a 30 foot wide Florida Gas Transmission Line easement through this project. The location of this easement is shown on the Final Site Plan PDR-99-13(P)(PP)/FSP-99-115.

ARTICLE VIII
Notices and Disclaimers

SECTION 8.1 NOTICES AND DISCLAIMERS AS TO WATER BODIES. NEITHER DEVELOPER, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

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ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL OWNERS ARE NOTIFIED THAT GOVERNMENTAL PERMITTING AUTHORITIES ISSUING SURFACE WATER PERMITS ARE NOT IN ANY WAY RELATED TO THE LISTED PARTIES AND THAT LAKES AND/OR WETLANDS LOCATED WITHIN THE PROPERTY ARE DESIGNED AS STORMWATER MANAGEMENT AREAS AND ARE NOT DESIGNED SOLELY AS AESTHETIC FEATURES. DUE TO POSSIBLE SEASONAL FLUCTUATIONS IN GROUNDWATER ELEVATIONS WITHIN THE PROPERTY, THE WATER LEVELS IN LAKES AND/OR WETLANDS WITHIN OR ADJACENT TO THE PROPERTY MAY RISE AND FALL. THE SAID LISTED PARTIES HAVE NO CONTROL OVER SUCH FLUCTUATIONS AND NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY RESULTS OF SUCH FLUCTUATIONS.

SECTION 8.2 DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY

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AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS SECTION SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

SECTION 8.3 WARRANTIES. EXCEPT AS DEVELOPER MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, THE CONSTRUCTION, DEVELOPMENT, AND SALE BY DEVELOPER OF ANY LOT OR OTHER PROPERTY OR IMPROVEMENTS IN THE SUBDIVISION IS WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE SUBDIVISION OR IMPROVEMENTS CONSTRUCTED BY DEVELOPER THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DEVELOPER MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DEVELOPER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF LOW FREQUENCY ELECTROMAGNETIC FIELDS, RADON, RADON PROGENY, OR ANY OTHER POLLUTANT WITHIN THE SUBDIVISION OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION OR ANY LOT OWNER PURSUANT TO THIS DECLARATION OR ANY OTHER INSTRUMENT.

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IN WITNESS WHEREOF, the Developer, Rye Wilderness One, LLC, a Florida limited liability company has executed this instrument this 9TH day of October, 2003.

Rye Wilderness One, LLC,
a Florida limited liability company

By its Manager
Ronneil Rye Wilderness Corp., a Florida corporation

Witnesses:

[Signature]
Susan Noce

By: [Signature]
Neil Malamud, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9TH day of October, 2003, by Neil Malamud, President of Ronneil Rye Wilderness Corp., a Florida corporation as Manager of Rye Wilderness One, LLC, a Florida limited liability company, who is personally known to me.

[Signature]

Notary Public (Signature)
Print Name: _____
Commission No. _____
My Commission Expires: _____

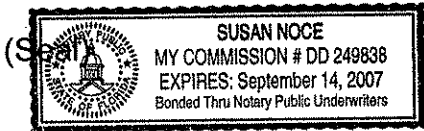


Exhibit A

RYE WILDERNESS

PHASE I

A SUBDIVISION

DESCRIPTION

BEGIN AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00° 29' 17" W, ALONG THE EAST LINE OF THE S.E. 1/4 OF SAID SECTION 23, A DISTANCE OF 1556.56 FEET; THENCE S 90° 00' 00" W, A DISTANCE OF 388.80 FEET; THENCE S 59° 00' 00" W, A DISTANCE OF 354.89 FEET; THENCE N 15° 10' 00" W, A DISTANCE OF 396.85 FEET; THENCE S 74° 50' 00" W, A DISTANCE OF 84.00 FEET; THENCE N 15° 10' 00" W, A DISTANCE OF 77.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 41' 00", A DISTANCE OF 286.94 FEET TO A POINT OF TANGENCY; THENCE N 53° 51' 00" W, A DISTANCE OF 361.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 45' 51", A DISTANCE OF 58.52 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 45' 51", A DISTANCE OF 58.52 FEET TO A POINT OF TANGENCY; THENCE N 53° 51' 00" W, A DISTANCE OF 491.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 542.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 05' 31", A DISTANCE OF 135.31 FEET TO A POINT OF TANGENCY; THENCE N 39° 45' 29" W, A DISTANCE OF 18.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 54.98 FEET; THENCE N 39° 45' 29" W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF RYE BRIDGE ROAD; THENCE N 50° 14' 31" E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1829.82 FEET; THENCE S 29° 20' 03" E, A DISTANCE OF 439.87 FEET; THENCE S 89° 12' 53" E, A DISTANCE OF 410.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE N.E. 1/4 OF SAID SECTION 23; THENCE S 00° 47' 07" W, ALONG SAID EAST LINE, A DISTANCE OF 383.93 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

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SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 65.41 ACRES, MORE OR LESS.

ACCEPTED IN OPEN SESSION 3-16-04
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

EXHIBIT "B"

NOTICE TO BUYERS

To the purchasers of lots in RYE WILDERNESS ESTATES , Manatee County, Florida.

You are hereby notified that the purchase of your lot is subject to:

- 1) The Declaration of Protective Covenants, Conditions, Easements, and Restrictions, as amended, 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 RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC. and you are subject to its Articles of Incorporation, By-Laws and Regulations. Each lot entitles its Owner to one vote in the affairs of the Association.
- 3) The Homeowners' Association owns and controls the association property, as described in the Listing of Holdings, and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation, and Bylaws of the Association. A ten year Fiscal Program is included as part of the Declaration to provide adequate reserve funds for the Association.
- 4) The initial assessment of RYE WILDERNESS ESTATES HOMEOWNER'S ASSOCIATION OF MANATEE COUNTY, INC. is \$300.00 yearly for each lot. You are notified hereby that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
- 5) The presently planned source of irrigation for the common areas will be a well adjacent to 167th Boulevard N.E. or other non-public water sources. Such irrigation water is not for human consumption. The Code requires that all users of the irrigation system comply with all provisions of the Water Shortage Plan and the Water Shortage Emergency.
- 6) The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC. Covenants or Restrictions, or any lot sales contract between a purchaser and the Developer.
- 7) The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes 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 Surface Water Regulation Manager, Venice Service Office.

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- 8) 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 filed with the Southwest Florida Water Management District (SWFWMD).
- 9) The landscape plan can be found in the Records Management Division of the Planning Department in final site plan PDR-96-02/FSP-00-79, approved 4/19/01. Landscape shall be provided per approved plan by Manatee County.
- 10) Street trees are required to be planted by the home builder prior to any issuance of **CERTIFICATE OF OCCUPANCY** and the maintenance is the responsibility of the homeowner and shall be replaced in the event it dies.
- 11) There are neighboring agricultural uses adjacent to this project and the possibility of truck traffic as well as the use of pesticides and herbicides and of odors and noises associated with agricultural uses.
- 12) Any subdivided lots adjacent to existing kennel to the south shall provide a 75' setback to residential structures from kennels, adjacent to Lots 69 & 70 there will be a screening buffer with a landscaped berm.
- 13) Wetland buffers have signs posted that state "**Do Not Disturb Wetland Buffer**".
- 14) Buyer(s) acknowledges that the local permitting authority for surface water permits is not in any way related to the Seller. Buyer(s) understands and acknowledges that lakes and/or wetlands located within (project) are designed as storm water management areas and are not designated solely as aesthetic features. Due to possible seasonal fluctuations in groundwater elevations within the area of (project) the water levels in lakes and/or wetlands within or adjacent to (project) may rise and fall. Buyer(s) further understands and acknowledges that the Seller, its employees, and agents have no control over such fluctuations. As such, Buyer(s) agrees that he/she cannot hold the Seller, its employees, or agents responsible for these fluctuations should they occur.
- 15) Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the Conservation Easements:
 - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
 - Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
 - Dumping or placing of soil or other substances or materials as landfill or dumping or placing trash, waste, unsightly or offensive materials.
 - Removal, mowing, or trimming of trees, shrubs or other vegetation.
 - Application of herbicides, pesticides or fertilizers.

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- Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
 - Surface use except for purposes that permit the land or water areas to remain in its natural condition.
 - Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
 - Acts or uses detrimental to such retention or land or water areas.
- 16) Landscaping Local Residential Streets. Each property Owner shall plant, within twenty-five (25) feet of the right-of-way of each local street (as defined in the Manatee County Land Development Code) within Rye Wilderness Estates prior to Certificate of Occupancy, one canopy tree meeting the requirements of Section 715.10.5 of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement. Attached hereto as Schedule "1" is a further notification of these requirements of Manatee County in regard to such landscaping which become the responsibility of the property owner.
- 17) The project site falls in zones X and AE with base flood elevations (BFE) between 23 and 24' above M.S.L. per FIRM panels 120153 0220C, 120153 0240C and 120153 0360C. Specifically Lots 29-33 appear to contain a portion of flood zone AE.
- 18) Per the Federal Emergency Management Agency (FEMA) 44 CFR 60.3.c.2, AE zone shall have the lowest habitable finished floor elevated to or above BFE and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at base flood elevation 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 BFE.
- 19) 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.
- 20) A sealed survey showing the FIRM panel number, flood zone, base flood elevation, with existing and proposed grades of the lot, and flood zone lines must be submitted at the time of building permit application, unless there is a FEMA approved LOMR for the above lots. In which case the surveyor will need to note the case number on the survey.
- 21) If it is determined that a lot lies within the flood zone, a mortgage lender may require the lot owner to purchase flood insurance.
- 22) **THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER'S FLOOD DETERMINATION MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.**
- 23) The potential homeowner is notified of the presence of interneighborhood ties to existing and future development and that traffic from adjoining development may use their roadways.

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- 24) The potential homeowner is notified of the presence of a neighboring Radio Control Airplane Airport and the presence of possible noises associates with such uses.
- 25) Though not in this specific phase of the project, the potential homeowner is notified of the presence of a 30 foot wide Florida Gas Transmission Line easement through this project. The location of this easement is shown on the Final Site Plan PDR-99-13(P)(PP)/FSP-99-115.
- 26) In accordance with Maintenance Agreements entered into with the County of Manatee, Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. is responsible for: (i) maintenance of the median islands within 167th Boulevard N.E., including identification sign for the subdivision, landscaping, lighting, irrigation within such median, and (ii) maintenance of all paver bricks which are within road right of ways within the subdivision. These Maintenance Agreements are recorded at Official Records Book 1909, Page 4232 and Official Records Book 1909, Page 4237, of the Public Records of Manatee County, Florida.
- 27) Your attention is called to the Conservation Easement granted to the County of Manatee covering that area reflected on a copy of such Easement attached hereto as Schedule "2". This Easement sets forth certain expressly prohibited activities within such Easement area. This Conservation Easement is recorded at Official Records Book 1909, Page 4220 of the Public Records of Manatee County, Florida.
- 28) Per Southwest Florida Water Management District Permit No.44020311.000 dated December 19, 2002, "No owner of property 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."
- 29) Per Southwest Florida Water Management District Permit No. 44020311.00 dated December 19, 2002, "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)."

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SCHEDULE 1 (Page 1 of 3)

RYE WILDERNESS ESTATES, PHASE I LOT FRONT TREE PLANTING SCHEDULE	
LOT NUMBER	2.5" CALIPER OAK
1	6
2	2
3	2
4	2
5	2
6	2
7	2
8	2
9	3
10	4
11	2
12	2
13	3
14	3
15	2
16	2
17	2
18	5
19	2
20	2
21	3
22	1
23	1
24	3

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SCHEDULE 1 (Page 2 of 3)

RYE WILDERNESS ESTATES, PHASE I LOT FRONT TREE PLANTING SCHEDULE	
LOT NUMBER	2.5" CALIPER OAK
25	2
26	2
27	4
28	2
29	2
30	3
31	3
32	2
33	2
34	2
35	2
36	2
37	2
38	2
39	2
40	3
41	1
42	2
43	2
44	2
45	5
46	5
47	2
48	2
49	2

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SCHEDULE 1

(Page 3 of 3)

RYE WILDERNESS ESTATES, PHASE I LOT FRONT TREE PLANTING SCHEDULE	
LOT NUMBER	2.5" CALIPER OAK
50	3
51	2
TOTAL	125

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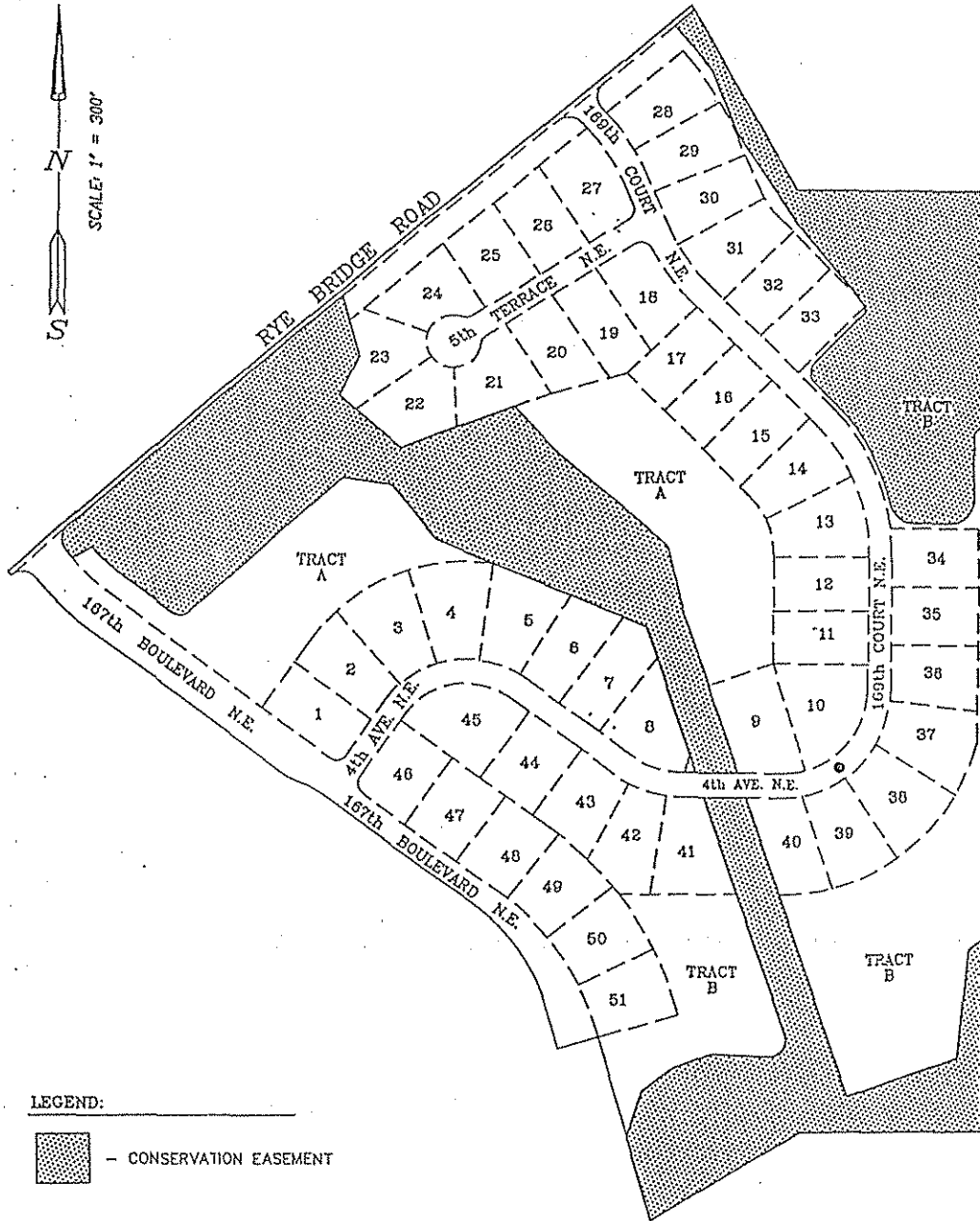
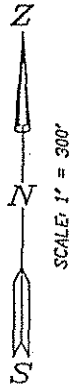
Zoller, Najjar & Shroyer, L.C.

Engineers, Planners, Surveyors


Landscape Architects & Environmental Consultants

CERTIFICATE OF AUTHORIZATION # LB 6902
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34205
(941) 748-8000
FAX (941) 478-3747

SCHEDULE 2 (page 1 of 7)



LEGEND:

 - CONSERVATION EASEMENT

OVERALL EXHIBIT OF
CONSERVATION EASEMENT
RYE WILDERNESS ESTATES, PHASE I
A SUBDIVISION

IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

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ENGINEER OR SURVEYOR REPRESENTING ZOLLER, NAJJAR & SHROYER, L.C.

(03/04/03)

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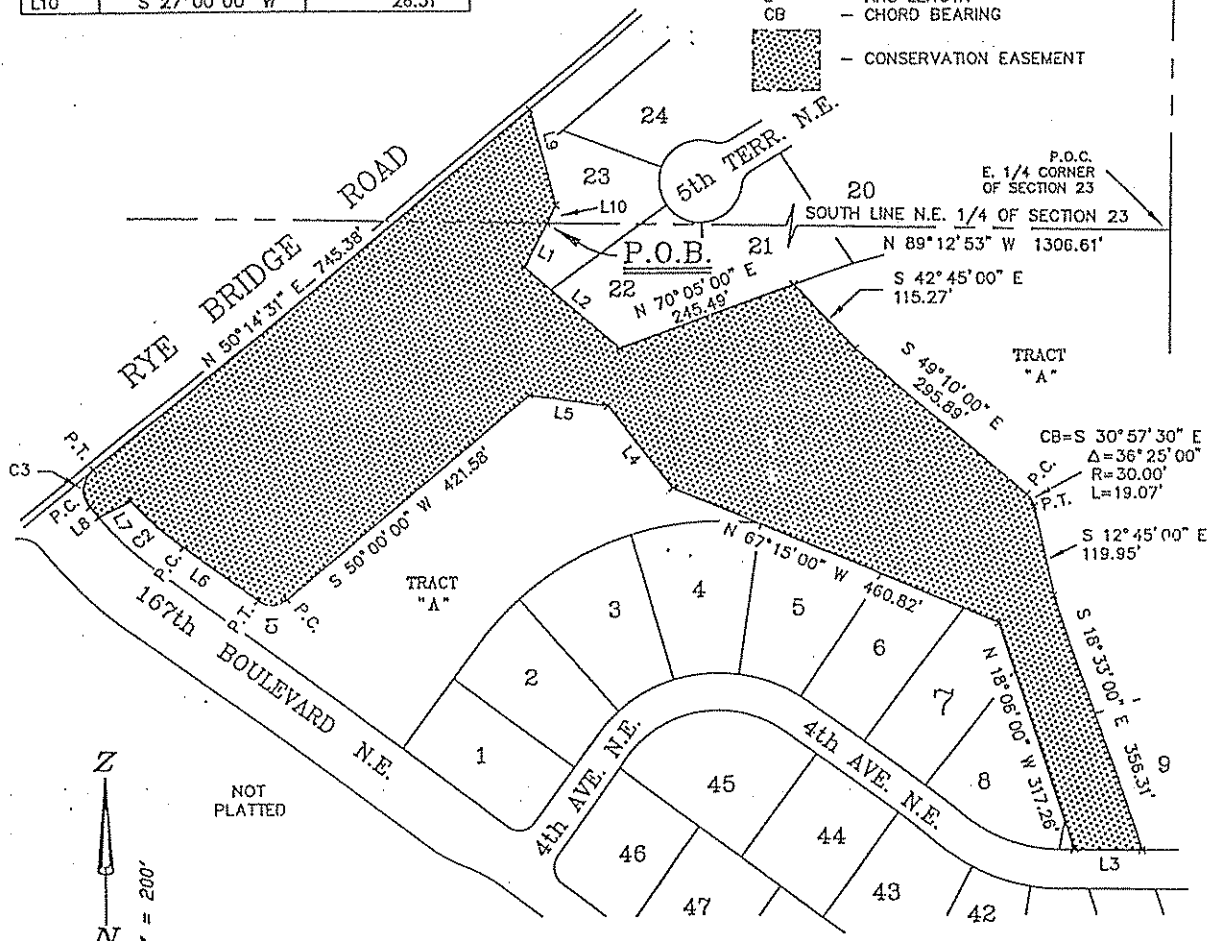
CURVE AND LINE DATA

CURVE	ARC	DELTA	RADIUS	CHORD BEARING
C1	39.87	76° 09' 00"	30.00	N 88° 04' 30" W
C2	92.19	12° 47' 22"	413.00	N 47° 27' 19" W
C3	54.98	90° 00' 00"	35.00	N 05° 14' 31" E

LINE	BEARING	DISTANCE
L1	S 27° 00' 00" W	65.55
L2	S 50° 00' 00" E	166.85
L3	N 89° 30' 00" W	86.70
L4	N 39° 00' 00" W	140.43
L5	N 82° 00' 00" W	106.48
L6	N 53° 51' 00" W	119.43
L7	S 62° 00' 00" W	46.07
L8	N 39° 45' 29" W	18.29
L9	S 15° 00' 00" E	133.44
L10	S 27° 00' 00" W	26.31

(page 2 of 7)

- LEGEND:
- P.O.C. — POINT OF COMMENCEMENT
 - P.O.B. — POINT OF BEGINNING
 - P.C. — POINT OF CURVATURE
 - P.T. — POINT OF TANGENCY
 - P.R.C. — POINT OF REVERSE CURVATURE
 - L1 — LINE # SEE DATA TABLE
 - C1 — CURVE # SEE DATA TABLE
 - Δ — CENTRAL ANGLE
 - R — RADIUS
 - L — ARC LENGTH
 - CB — CHORD BEARING
 - [Hatched Box] — CONSERVATION EASEMENT



SEE SHEET 3 OF 7 FOR DESCRIPTION
 NOT A BOUNDARY SURVEY
 DESCRIPTION SKETCH

CONSERVATION EASEMENT "CE-A1"
 RYE WILDERNESS ESTATES, PHASE I
 IN
 SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

- NOTES:
1. BEARINGS ARE BASED ON THE SOUTH LINE OF N.E. 1/4 OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 12' 53" W.
 2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

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(page 3 of 7)

DESCRIPTION:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N 89°12'53" W, ALONG THE SOUTH LINE OF THE N.E. 1/4 OF SAID SECTION 23, A DISTANCE OF 1306.61 FEET TO THE POINT OF BEGINNING; THENCE S 27°00'00" W, A DISTANCE OF 65.55 FEET; THENCE S 50°00'00" E, A DISTANCE OF 166.85 FEET; THENCE N 70°05'00" E, A DISTANCE OF 245.49 FEET; THENCE S 42°45'00" E, A DISTANCE OF 115.27 FEET; THENCE S 49°10'00" E, A DISTANCE OF 295.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°25'00", A DISTANCE OF 19.07 FEET TO A POINT OF TANGENCY; THENCE S 12°45'00" E, A DISTANCE OF 119.95 FEET; THENCE S 18°33'00" E, A DISTANCE OF 356.31 FEET; THENCE N 89°30'00" W, A DISTANCE OF 86.70 FEET; THENCE N 18°06'00" W, A DISTANCE OF 317.26 FEET; THENCE N 67°15'00" W, A DISTANCE OF 460.82 FEET; THENCE N 39°00'00" W, A DISTANCE OF 140.43 FEET; THENCE N 82°00'00" W, A DISTANCE OF 106.48 FEET; THENCE S 50°00'00" W, A DISTANCE OF 421.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°09'00", A DISTANCE OF 39.87 FEET TO A POINT OF TANGENCY; THENCE N 53°51'00" W, A DISTANCE OF 119.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 413.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'22", A DISTANCE OF 92.19 FEET; THENCE S 62°00'00" W, A DISTANCE OF 46.07 FEET; THENCE N 39°45'29" W, A DISTANCE OF 18.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE N 50°14'31" E, A DISTANCE OF 745.38 FEET; THENCE S 15°00'00" E, A DISTANCE OF 133.44 FEET; THENCE S 27°00'00" W, A DISTANCE OF 26.31 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 8.15 ACRES, MORE OR LESS.

SEE SHEET 2 OF 7 FOR DRAWING.

NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH

CONSERVATION EASEMENT "CE-A1"
RYE WILDERNESS ESTATES, PHASE I

IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

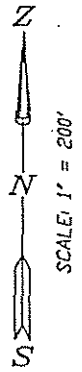
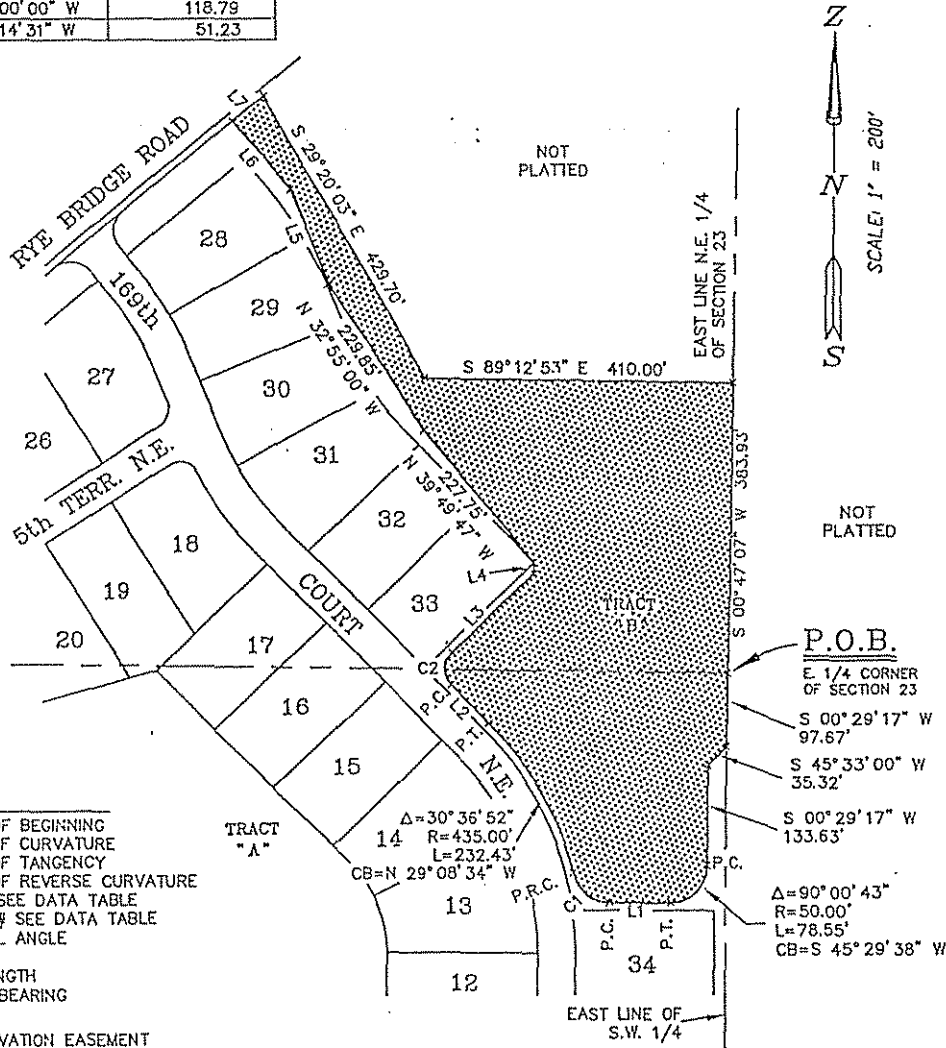
BY: J. N. Gatch, Jr.
JAMES N. GATCH, JR., P.S.M.
FLORIDA CERTIFICATE NO. LS4295
DATE OF CERTIFICATION: 06/05/03 SHEET 3 OF 7

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CURVE AND LINE DATA

CURVE	ARC	DELTA	RADIUS	CHORD BEARING
C1	66.03	75° 39' 52"	50.00	N 51° 40' 04" W
C2	47.12	90° 00' 00"	30.00	N 00° 33' 00" E
LINE	BEARING	DISTANCE		
L1	N 89° 30' 00" W	80.07		
L2	N 44° 27' 00" W	71.01		
L3	N 45° 33' 00" E	150.00		
L4	N 00° 33' 00" E	14.14		
L5	N 20° 40' 00" W	135.16		
L6	N 40° 00' 00" W	118.79		
L7	N 50° 14' 31" W	51.23		

(page 4 of 7)



LEGEND:

- P.O.B. - POINT OF BEGINNING
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.R.C. - POINT OF REVERSE CURVATURE
- L1 - LINE # SEE DATA TABLE
- C1 - CURVE # SEE DATA TABLE
- Δ - CENTRAL ANGLE
- R - RADIUS
- L - ARC LENGTH
- CB - CHORD BEARING
- [Shaded Box] - CONSERVATION EASEMENT

SEE SHEET 5 OF 7 FOR DESCRIPTION
 NOT A BOUNDARY SURVEY
 DESCRIPTION SKETCH

CONSERVATION EASEMENT "CE-B1"
 RYE WILDERNESS ESTATES, PHASE I

IN
 SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF S.E. 1/4 OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 00° 29' 17" W.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

BK 1909 PG 4283 42 of 95

Zoller, Najjar & Shroyer, L.C.

Engineers, Planners, Surveyors

Landscape Architects & Environmental Consultants

CERTIFICATE OF AUTHORIZATION # LS6982
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(941) 745-8080
FAX (941) 476-3747

(page 5 of 7)

DESCRIPTION:

BEGIN AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°29'17" W, ALONG THE EAST LINE OF THE S.E. 1/4 OF SAID SECTION 23, A DISTANCE OF 97.67 FEET; THENCE S 45°33'00" W, A DISTANCE OF 35.32 FEET; THENCE S 00°29'17" W, A DISTANCE OF 133.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'43", A DISTANCE OF 78.55 FEET TO A POINT OF TANGENCY; THENCE N 89°30'00" W, A DISTANCE OF 80.07 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°39'52", A DISTANCE OF 66.03 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°36'52", A DISTANCE OF 232.43 FEET TO A POINT OF TANGENCY; THENCE N 44°27'00" W, A DISTANCE OF 71.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY; THENCE N 45°33'00" E, A DISTANCE OF 150.00 FEET; THENCE N 00°33'00" E, A DISTANCE OF 14.14 FEET; THENCE N 39°49'47" W, A DISTANCE OF 227.75 FEET; THENCE N 32°55'00" W, A DISTANCE OF 229.85 FEET; THENCE N 20°40'00" W, A DISTANCE OF 135.16 FEET; THENCE N 40°00'00" W, A DISTANCE OF 118.79 FEET; THENCE N 50°14'31" E, A DISTANCE OF 51.23 FEET; THENCE S 29°20'03" E, A DISTANCE OF 429.70 FEET; THENCE S 89°12'53" E, A DISTANCE OF 410.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE N.E. 1/4 OF SAID SECTION 23; THENCE S 00°47'07" W, ALONG SAID EAST LINE, A DISTANCE OF 383.93 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5.19 ACRES, MORE OR LESS.

SEE SHEET 4 OF 7 FOR DRAWING
NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH
CONSERVATION EASEMENT "CE-B1"
RYE WILDERNESS ESTATES, PHASE I
IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: J. N. Gatch
JAMES N. GATCH, C.R., P.S.M.

FLORIDA CERTIFICATE NO. LS4295
DATE OF CERTIFICATION: 06/05/03 SHEET 5 OF 7

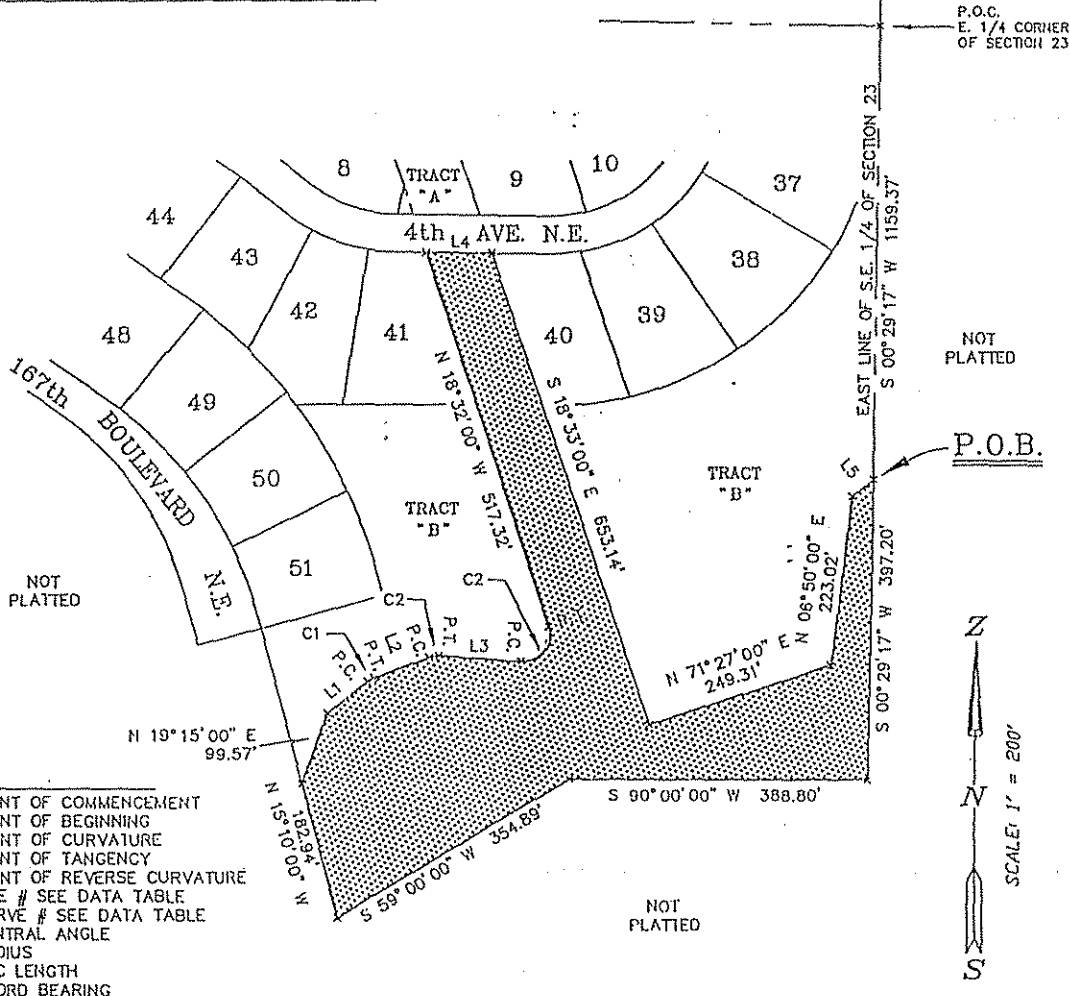
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CURVE AND LINE DATA

CURVE	ARC	DELTA	RADIUS	CHORD BEARING
C1	9.42	18°00'00"	30.00	N 60°10'00" E
C2	12.87	24°35'00"	30.00	N 81°27'30" E
C3	68.59	112°17'00"	35.00	N 37°36'30" E
LINE	BEARING	DISTANCE		
L1	N 51°10'00" E	68.40		
L2	N 69°10'00" E	76.90		
L3	S 86°15'00" E	108.96		
L4	S 89°30'00" E	86.40		
L5	N 52°00'00" E	36.35		

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LEGEND:

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.R.C. - POINT OF REVERSE CURVATURE
- L1 - LINE # SEE DATA TABLE
- C1 - CURVE # SEE DATA TABLE
- Δ - CENTRAL ANGLE
- R - RADIUS
- L - ARC LENGTH
- CB - CHORD BEARING
- CONSERVATION EASEMENT

SEE SHEET 7 OF 7 FOR DESCRIPTION
 NOT A BOUNDARY SURVEY
 DESCRIPTION SKETCH

CONSERVATION EASEMENT "CE--B2"
 RYE WILDERNESS ESTATES, PHASE I

IN
 SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF S.E. 1/4 OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 00°29'17" W.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

BK 1909 PG 4285 44 of 95

(page 7 of 7)

DESCRIPTION:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°29'17" W, ALONG THE EAST LINE OF THE S.E. 1/4 OF SAID SECTION 23, A DISTANCE OF 1159.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°29'17" W, ALONG SAID EAST LINE, A DISTANCE OF 397.20 FEET; THENCE S 90°00'00" W, A DISTANCE OF 368.80 FEET; THENCE S 59°00'00" W, A DISTANCE OF 354.89 FEET; THENCE N 15°10'00" W, A DISTANCE OF 182.94 FEET; THENCE N 19°15'00" E, A DISTANCE OF 99.57 FEET; THENCE N 51°10'00" E, A DISTANCE OF 68.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°00'00", A DISTANCE OF 9.42 FEET TO A POINT OF TANGENCY; THENCE N 69°10'00" E, A DISTANCE OF 76.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°35'00", A DISTANCE OF 12.87 FEET TO A POINT OF TANGENCY; THENCE S 86°15'00" E, A DISTANCE OF 108.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE EASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 112°17'00", A DISTANCE OF 68.59 FEET TO A POINT OF TANGENCY; THENCE N 18°32'00" W, A DISTANCE OF 517.32 FEET; THENCE S 89°30'00" E, A DISTANCE OF 86.40 FEET; THENCE S 18°33'00" E, A DISTANCE OF 653.14 FEET; THENCE N 71°27'00" E, A DISTANCE OF 249.31 FEET; THENCE N 06°50'00" E, A DISTANCE OF 223.02 FEET; THENCE N 52°00'00" E, A DISTANCE OF 36.35 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 4.29 ACRES, MORE OR LESS.

SEE SHEET 6 OF 7 FOR DRAWING
NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH

CONSERVATION EASEMENT "CE-B2"
RYE WILDERNESS ESTATES, PHASE I

IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION
HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT
THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND
DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR
KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM
TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF
FLORIDA", CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: James N. Gatch
JAMES N. GATCH, P.S.M.
FLORIDA CERTIFICATE NO. LS4295

BK 1909 PG 4286 05 OF 95

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PLANT SCHEDULE

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
45	SP1	Sabal palmetto	Sabal Palm	10' ct.	As shown	Hurricane Cut
187	QV	Quercus virginiana	Live Oak	10' ht.	As shown	3" cal., 4' ct., 5' spd.,
29	MG1	Magnolia grandiflora	Southern Magnolia	10-12' ht.	As shown	3" cal., 3' ct., 4' spd.
8	TD2	Toxodium distichium	Bald Cypress	10' ht.	As shown	2 1/2" cal., 5' ct., 3' spd.
4	CM1	Lagerstromea indica 'Tuskegee'	Crape Myrtle	12' ht.	As shown	Lavender blooms, 5' spd., mit
12	LJ	Ligustrum japonicum	Glossy Privet	7-8' ht.	As shown	Mit, 6' spd., 3' ct.
74	WM2	Myrica cerifera	Wax Myrtle	6' ht.	5' oc	4' spd.
144	DO	Nerium oleander 'Petite'	Dwarf Oleander	3 ga.	As shown	20" ht., 16" spd.
51	IH	Rhaphiolepis indica 'Nana'	Dwarf Indian Hawthorne	3 ga.	2' oc	12" ht., 12" spd.
220	JP	Juniperus chinensis parsonii	Parsonii Juniper	1 ga.	2' oc.	8" ht., 8" spd.
100	FG	Tripsacum dactyloides	Fakahatchee Grass	3 ga.	3' oc.	Full, 24" ht.
70	ANN	ANNUALS	-	4" pot	12" oc.	As shown
1	MULCH	Pine Bark Nugget	-	-	-	3 evenly spread.
1	SOD	Bahia	-	-	-	-

REFER TO SHEETS 2 -9 OF 9 FOR PLANT MATERIAL LOCATIONS

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COMMON AREA LANDSCAPE PLAN
 FOR
RYE WILDERNESS ESTATES, PHASE 1
 LOCATED IN
 SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

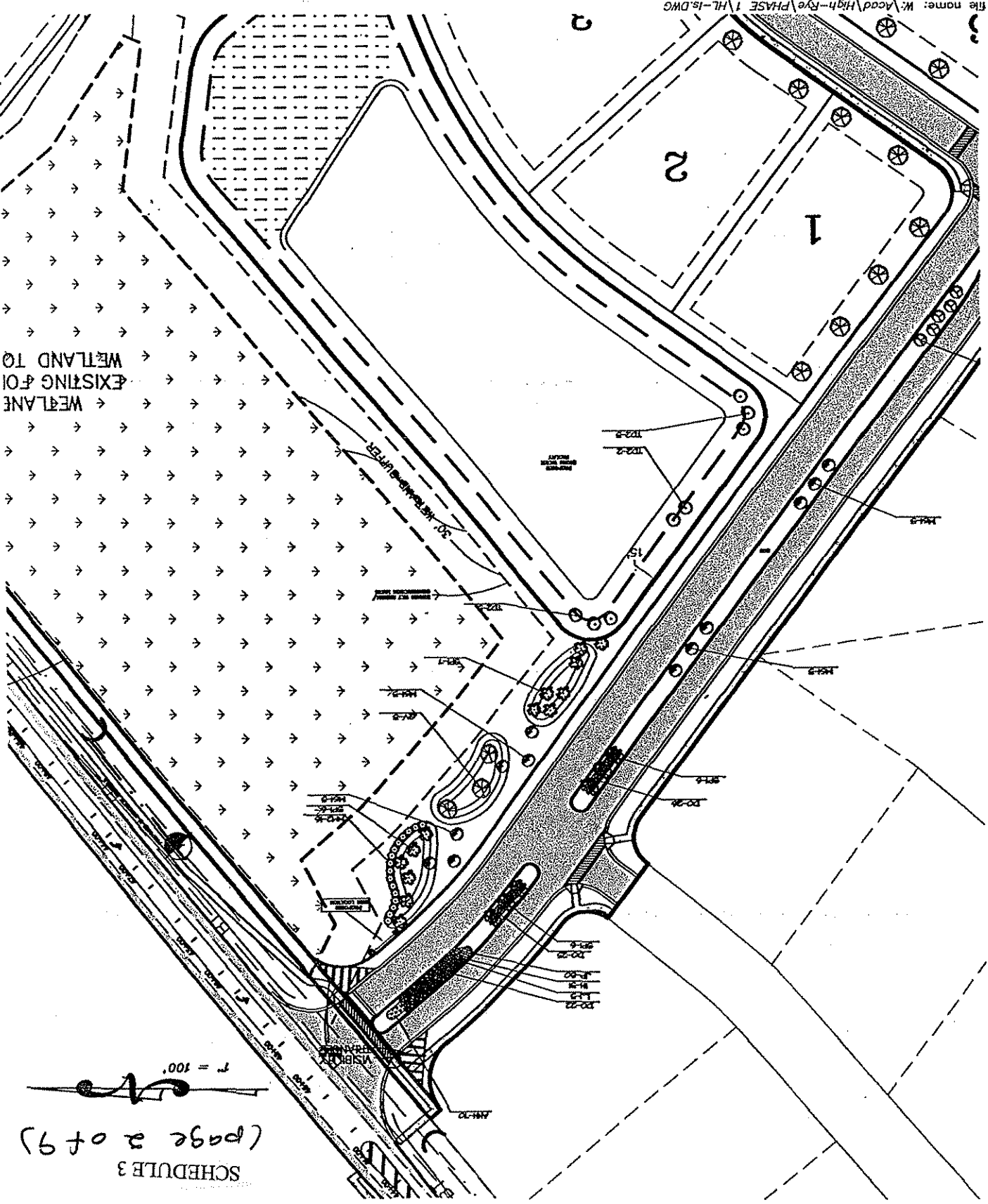
Zoller, Naljar & Shroyer, L.C.



COMMON AREA LANDSCAPE PLAN FOR RYE WILDERNESS ESTATES, PHASE 1

LOCATED IN SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

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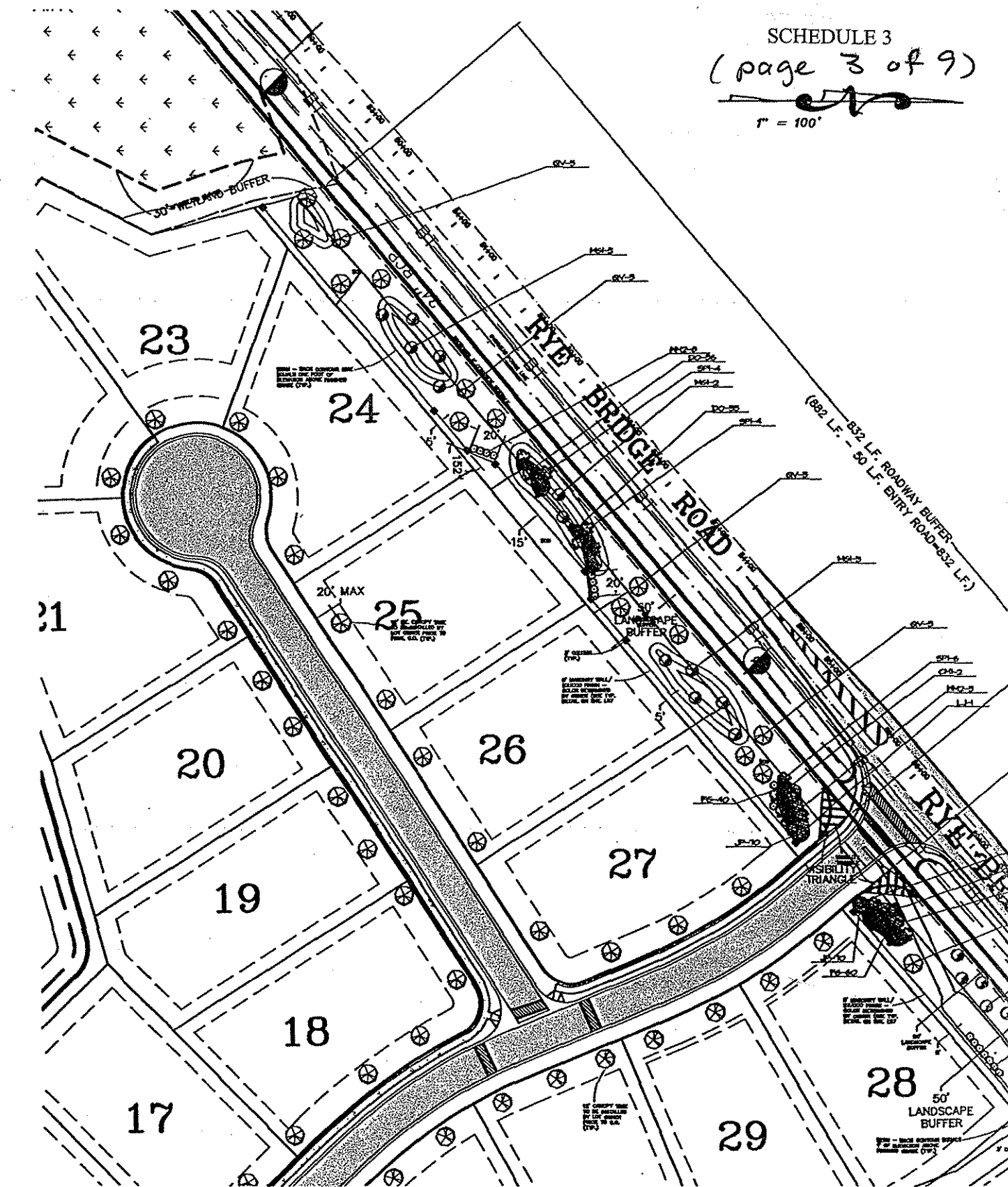
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WETLAND TO WEATLANE EXISTING FOI

SCHEDULE 3
(page 2 of 9)
1" = 100'

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BK 1909 PG 4289 48 of 95

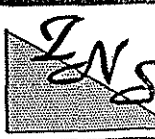


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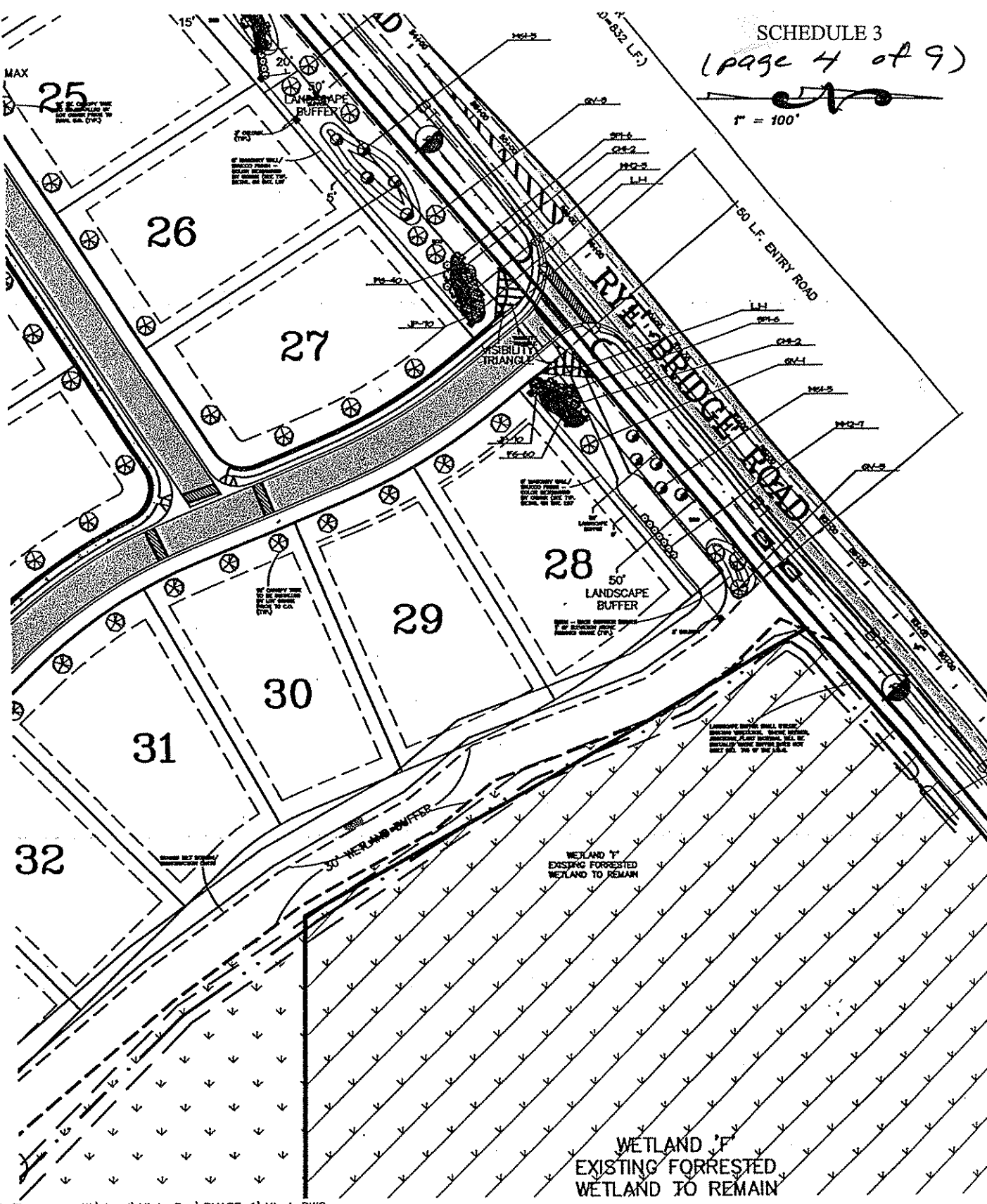
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COMMON AREA LANDSCAPE PLAN
 FOR
RYE WILDERNESS ESTATES, PHASE 1
 LOCATED IN
 SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

Zoller, Najjar & Shroyer, L.C.



1" = 100'



BK 1909 PG 4290 of 95

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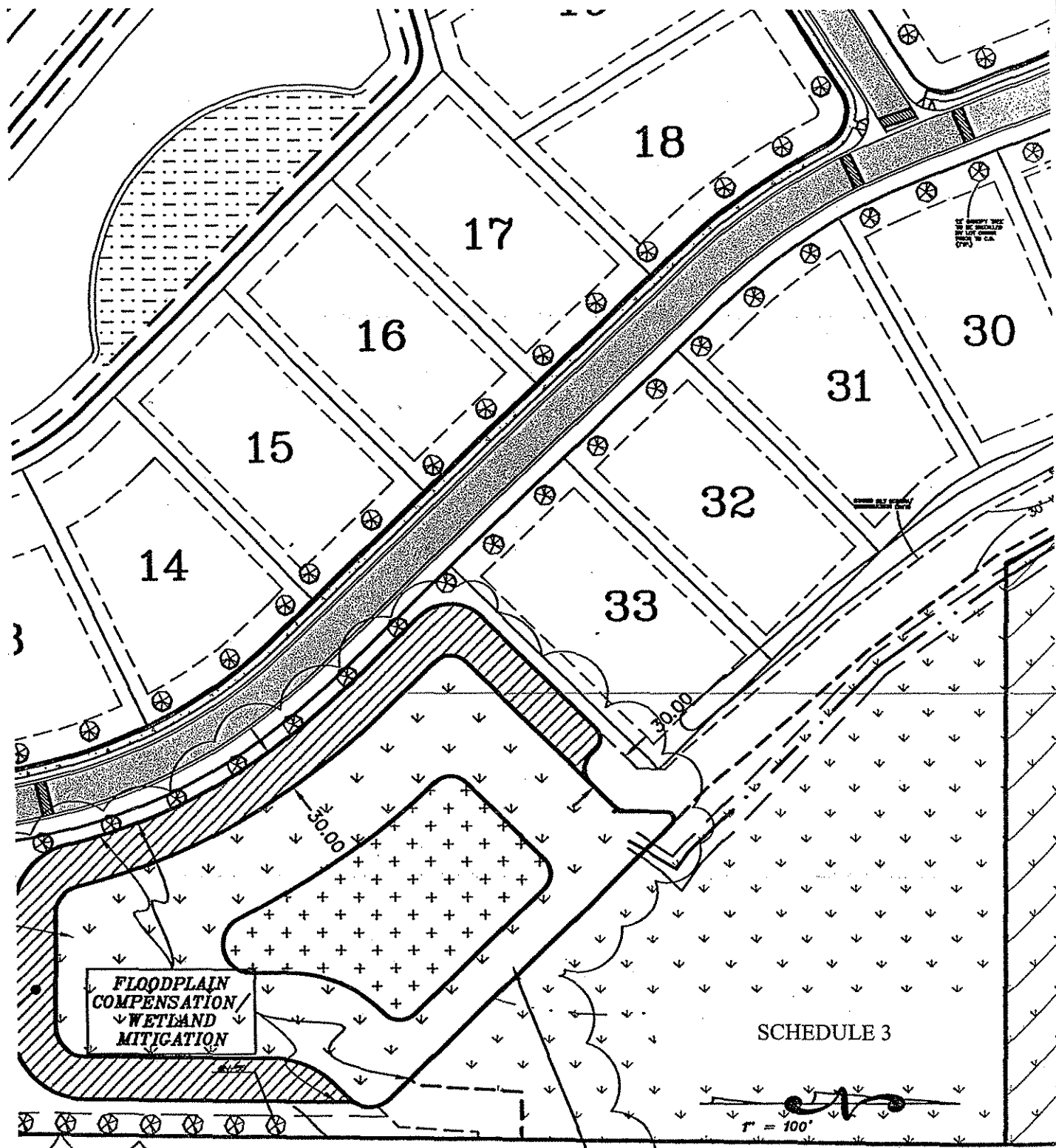
COMMON AREA LANDSCAPE PLAN
FOR
RYE WILDERNESS ESTATES, PHASE 1
LOCATED IN
SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

Zoller, Malina & Shroyer, L.C.

INS

SHEET 4 OF 9

BK 1909 PG 4291 50 of 95



**FLOODPLAIN
COMPENSATION/
WETLAND
MITIGATION**

SCHEDULE 3

1" = 100'

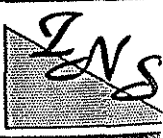
WETLAND MITIGATION AREA
1.65 ACRES
71,729± S.F.

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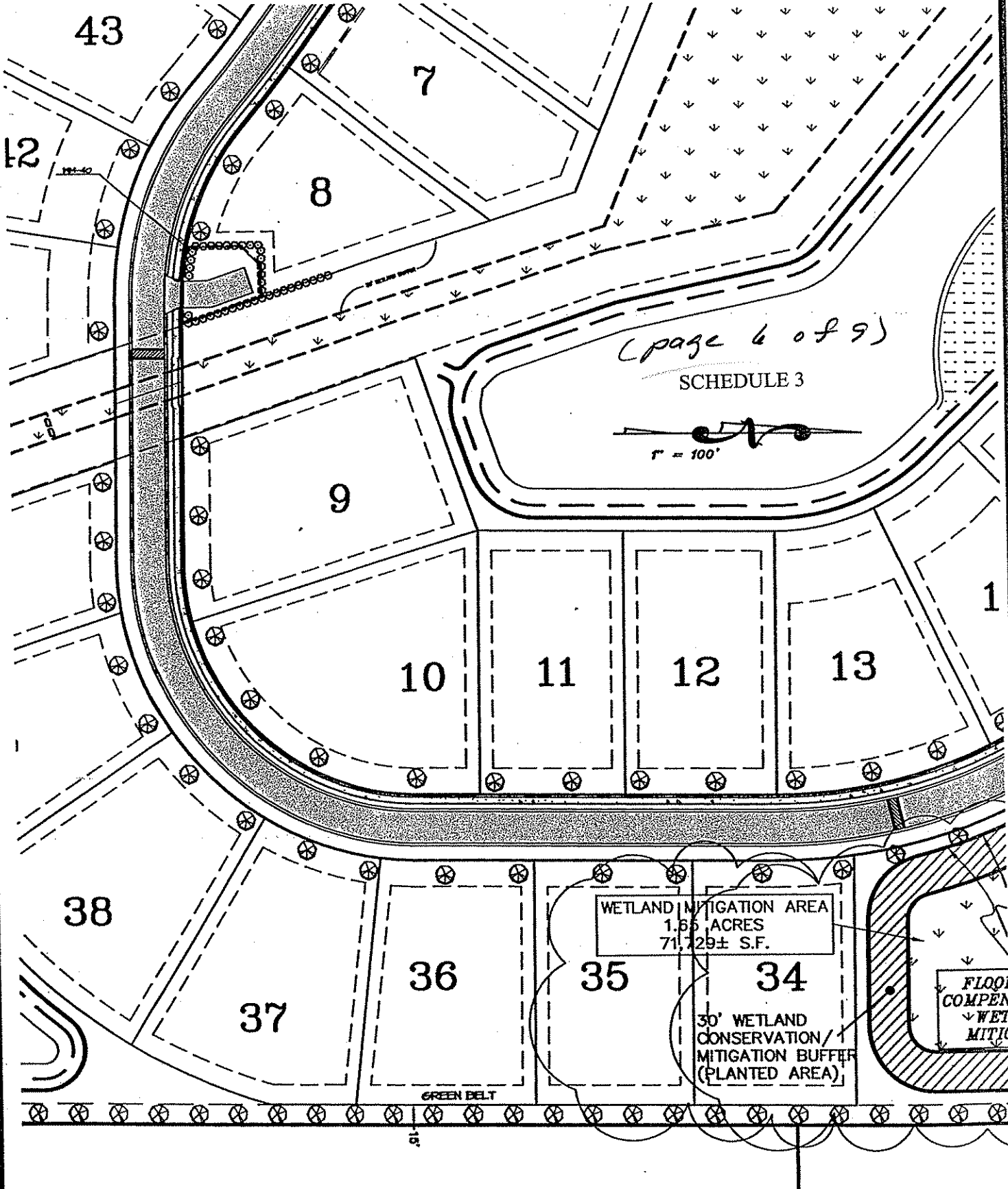
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COMMON AREA LANDSCAPE PLAN
FOR
RYE WILDERNESS ESTATES, PHASE 1
LOCATED IN
SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

Zoller, Majar & Shroyer, L.C.



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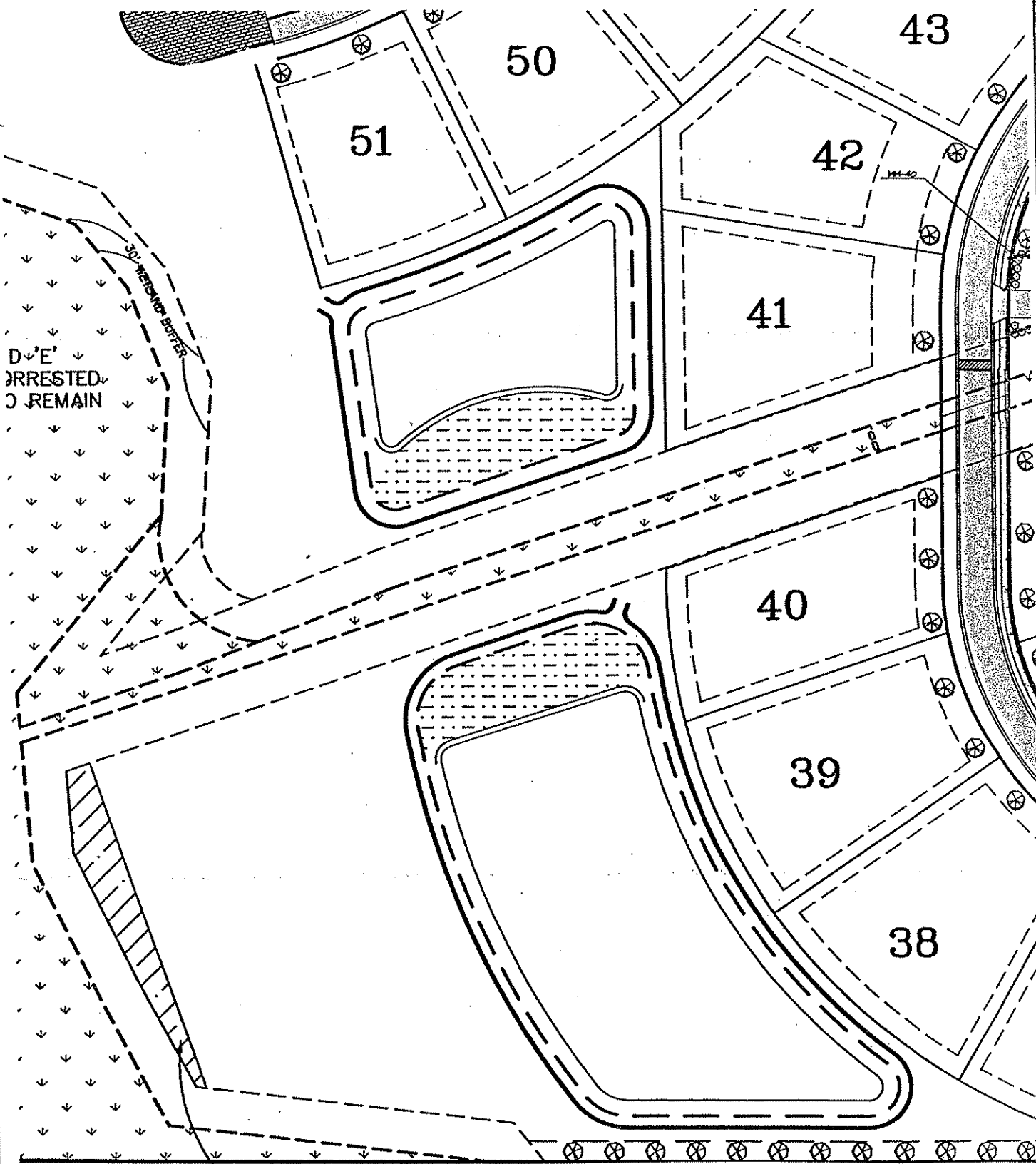
COMMON AREA LANDSCAPE PLAN FOR RYE WILDERNESS ESTATES, PHASE 1

LOCATED IN
SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

Zoller, Majur & Shroyer, L.C.



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BUFFER COMPENSATION

(page 7 of 9) SCHEDULE 3



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COMMON AREA LANDSCAPE PLAN
 FOR
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 SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

Zoller, Najjar & Shroyer, L.C.

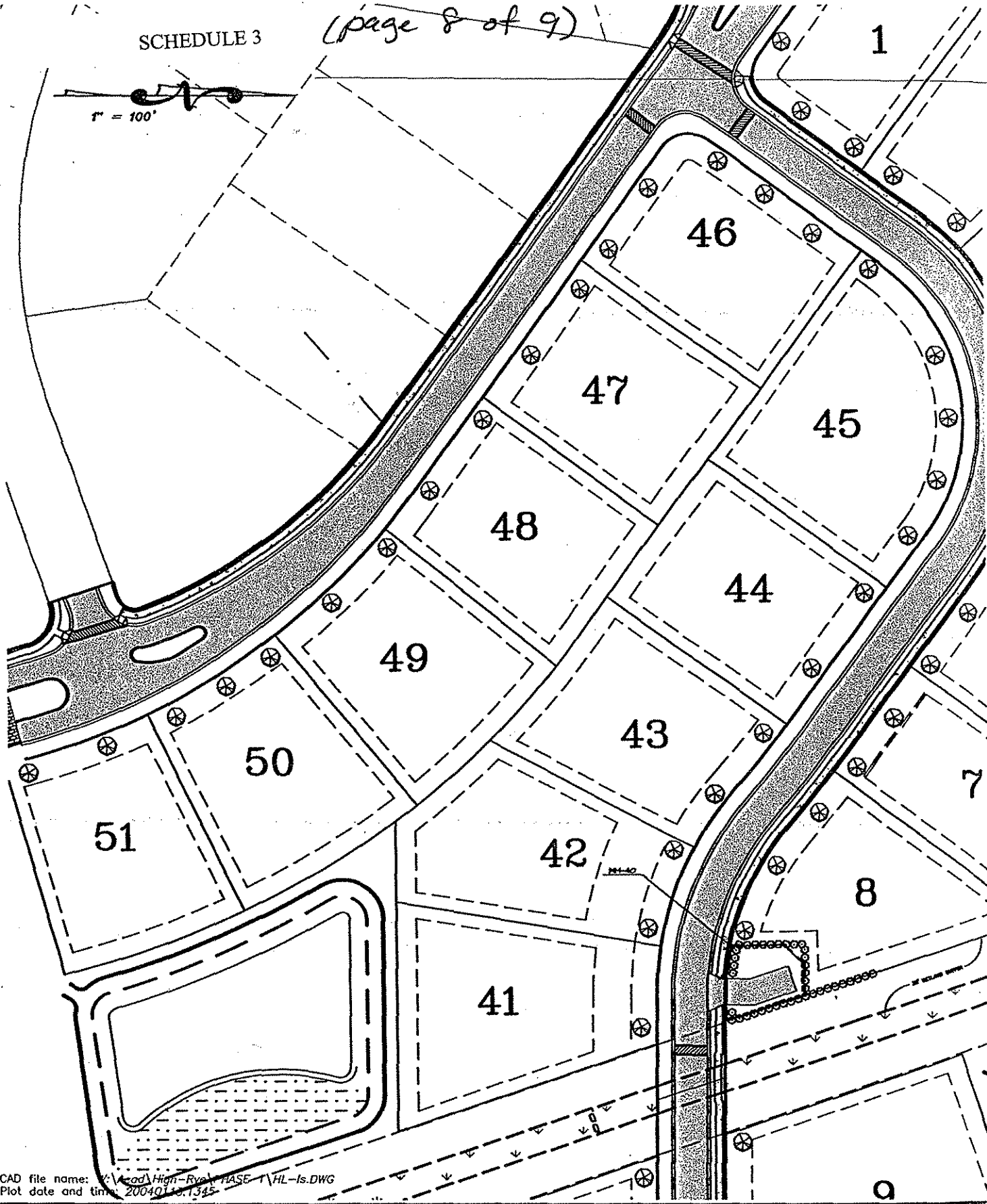
SHEET 7 of 9

SCHEDULE 3

(page 8 of 9)

1" = 100'

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COMMON AREA LANDSCAPE PLAN
 FOR
RYE WILDERNESS ESTATES, PHASE 1
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 SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

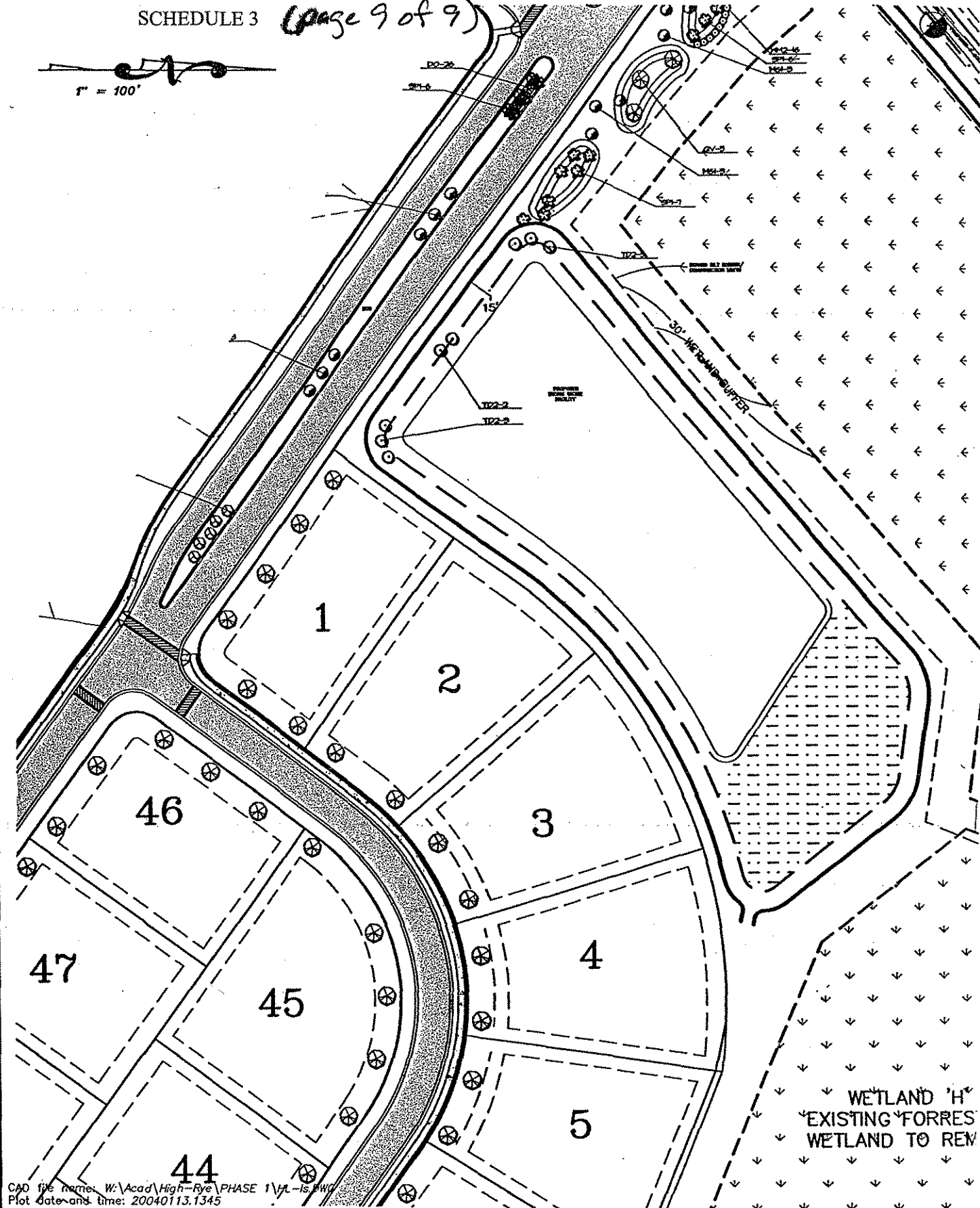
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SHEET 8 OF 9



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COMMON AREA LANDSCAPE PLAN
 FOR
RYE WILDERNESS ESTATES, PHASE 1

LOCATED IN
 SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

Zoller, Najjar & Shroyer, L.C.



EXHIBIT "C"

**List of Holdings
at
Rye Wilderness Estates, Phase I**

The following is a list of holdings at Rye Wilderness Estates, Phase I presently under construction, to be completed by the Developer, to wit:

1. Tract A: Consists of a 14.96 acre parcel MOL designated as open space and includes a Manatee County Conservation/Drainage Easement, two stormwater retention areas, a 10' utility easement, a 25' drainage easement, a 20' drainage easement, a 10' non-ingress/egress easement, and a 50' landscape easement.

2. Tract B: Consists of a 16.30 acre parcel MOL designated as open space and includes two Manatee County Conservation/Drainage Easements, a 50' landscape buffer, a 15' greenbelt, a drainage easement, a 10' utility easement, two stormwater retention areas, two 20' drainage easements, and a 25' drainage easement.

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EXHIBIT "D"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, facilities, and uses under the purview of the RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC.

Bi-weekly: Landscape and Lawn Service.

Quarterly: Cleaning and maintenance of all Lake areas.

The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes 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 Surface Water Regulation Manager, Venice Service Office.

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 effluent filtration or exfiltration, the inspections shall be performed 2 years after operation is authorized and every 2 years thereafter.

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FISCAL PROGRAM

An estimated ten year Fiscal Program has been established to provide adequate reserve funds for the care of the amenities and operation of the maintenance program. The proposed funds will be collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

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

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EXHIBIT "F"

**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 RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC.

- 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-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, 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.

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Exhibit "G"

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levin/tannenbaum/wolff

(941) 366-849

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF INCORPORATION
OF
RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE
COUNTY, INC.
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of homeowners' associations, pursuant to F.S. 720, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz.:

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be:

RYE WILDERNESS HOMEOWNER'S ASSOCIATION OF MANATEE COUNTY, INC.

hereinafter in these Articles referred to as the "Association." The principal office and mailing address of the Association shall be 1717 Second Street, Suite A, Sarasota, FL 34236.

ARTICLE II
PURPOSES

The general nature, objects, and purposes of the Association are:

A. To promote the health, safety, and social welfare of the owners of all lots located within Rye Wilderness Estates, a subdivision in Manatee County, Florida (the "Subdivision"), being developed by Rye Wilderness One, LLC ("Developer").

B. To maintain all portions of the Subdivision and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Maintenance and Land Use Provisions of Rye Wilderness Estates" (the "Declaration"), which is to be recorded in the Public Records of Manatee County, Florida

C. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property

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related to the purposes or activities of the Association. Notwithstanding, once title to the Common Areas becomes vested in the Association, such Common Areas and the improvements thereon shall not be abandoned, partitioned, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the approval of not less than a majority of the owners and a majority of the first institutional mortgagees. This restriction shall not be applicable to nor prohibit the Association from granting such easements as are necessary or appropriate to serve the owners of the Association.

B. To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

C. To establish a budget and to fix regular and special assessments to be levied against all lots which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

D. To place liens against any lot subject to assessment of delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

E. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

H. To charge recipients for services rendered by the Association and to charge use fees for exclusive use of the Common Areas, where such is deemed appropriate by the Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration of Maintenance and Land Use Provisions.

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K. To purchase insurance upon the Association property for the protection of the Association and its members.

L. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.

M. To enter into contracts and agreements for providing services to the Association.

N. To purchase lots in the Association subdivision, to foreclose on Association liens against lots of owners, to convey, lease, mortgage, and improve lots owned by the Association.

O. To operate any storm water management and discharge facility serving the Subdivision. Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

P. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

Q. Contract for services, such as, to provide for operation and maintenance if the Association contemplates employing a maintenance company.

R. To dedicate and grant easements for ingress and egress and the installation, maintenance, construction and repair of utilities and facilities, including, but not limited to, electric power, telephone, cable television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and the like as it deems to be in the best interest of, and necessary and proper for the owners of the Association.

S. To borrow monies and execute evidences of indebtedness, securing such loans with the assessments of the Association.

ARTICLE IV
MEMBERS

The members of this Association shall consist of all record owners of lots in the Subdivision. Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more lots so long as such member owns at least one lot.

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The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his membership in the Association.

The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number; provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE V
VOTING

Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the membership, and the owner of the lot shall be entitled to cast the vote in his discretion. Notwithstanding the foregoing, where Developer has constructed a single dwelling unit on more than one lot, such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters).

ARTICLE VI
BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time agreed upon by a majority of the members of the Association, but in no event shall there be less than three or more than nine Directors. Additionally, the Board of Directors shall always consist of an odd number of Directors. The Directors need not be members of the Association or residents of the State of Florida.

B. The Board of Directors shall have all the powers granted to the Association which are not specifically required to be approved by the members of the Association.

C. All Directors shall be appointed by and shall serve at the pleasure of Developer until the transition of Association control occurs in accordance with F.S. 720.307.

D. All Directors who are not subject to appointment by Developer shall be elected by the members. Elections shall be by plurality vote.

E. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the members shall be elected on a staggered two-year-term basis. Accordingly, at such meeting, the two elected Directors

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receiving the highest number of votes shall serve two-year terms, and the other elected Director shall serve a one-year term. At each annual meeting of members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors who terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one- or two-year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one- and two-year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

F. Any elected Director may be removed from office with or without cause by majority vote of the members at any special or regular meeting after proper notice of the vote has been served on the members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Developer, in developer's sole discretion.

G. The names and addresses of the persons constituting the first Board of Directors are as follows:

- Neil Malamud - 1717 2nd Street, Suite A
Sarasota, FL 34236
- Ron Shenkin - 1717 2nd Street, Suite A
Sarasota, FL 34236
- Sheldon Silverstein - 1717 2nd Street, Suite A
Sarasota, FL 34236

ARTICLE VII
OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

- | | |
|---------------------|--------------|
| President | Neil Malamud |
| Secretary/Treasurer | Ron Shenkin |

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ARTICLE VIII
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX
BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half of the total votes of the Association membership. No amendment, however, altering the number of votes attributable to any lot pursuant to Article V hereof shall be effective without the prior written consent of the owner of such lot. Moreover, no amendment affecting the rights of Developer shall be effective without the prior written consent of Developer. Notice of the subject matter or proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A copy of each amendment shall be recorded in Public Records of Manatee County, Florida. Provided further, that to the maximum extent lawful, Developer may unilaterally amend the Articles prior to transition as recorded in F.S. 720.307.

ARTICLE XI
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 1717 2nd Street, Suite A, Sarasota, FL 34236, and the registered agent at such address shall be Neil Malamud. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII
BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment, special assessment, fines, and other revenue received in compliance with these Articles and Bylaws of its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

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ARTICLE XIII
SUBSCRIBERS

The name and street address of the subscriber of these Articles is as follows:

Neil Malamud - 1717 2nd Street, Suite A
Sarasota, FL 34236

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such. This expense shall be deemed a common expense and included in the annual budget.

ARTICLE XV
DISSOLUTION OF THE ASSOCIATION

A. The corporation shall have perpetual existence, but if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

B. Upon dissolution of the Association, any other assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the lots in the Subdivision prorated to the number of votes attributable to such lots pursuant to Article VI hereof, and the share of each shall be distributed to the then owners thereof.

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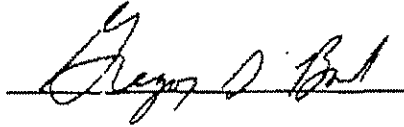
**ARTICLE XVI
BINDING EFFECT**

The provisions hereof shall bind and insure to the benefit of the members and Developer and their respective successors and assigns.

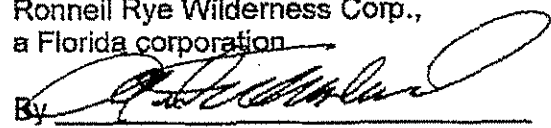
IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seals this 13th day of June, 2003.


GATHA K. MILHORN

Rye Wilderness One, LLC,
a Florida limited liability company
By its Manager:

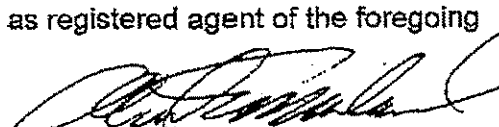


Ronnell Rye Wilderness Corp.,
a Florida corporation

By 
Neil Malamud
Its President

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing Corporation.


Neil Malamud

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Exhibit "H"

BYLAWS
OF
RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE
COUNTY, INC.

ARTICLE I
IDENTITY

RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC., a Florida not for profit corporation, operating under the laws of the State of Florida, hereinafter referred to as "Association" does hereby adopt the following as its Bylaws.

ARTICLE II
PURPOSE AND DEFINITIONS

The Association has been organized for the purpose of promoting the health, safety, and welfare of the owners of lots located within Rye Wilderness Estates, a subdivision in Manatee County, Florida, and performing all duties assigned to it under the provisions of the "Declaration of Maintenance and Land Use Provisions of Rye Wilderness Estates One, LLC" (the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorizations contained in the Declaration.

All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in those instruments. If a definition is not so defined within the Bylaws, Articles of Incorporation or Declaration then the definition found in Florida Statutes 617.301 as so amended will be the definition applicable to these Bylaws, the Articles of Incorporation and the Declaration.

"Association" shall mean and refer to the RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC., its successors and assigns.

"Property" shall mean and refer to that certain real property described in the Declaration of Covenants, conditions, and Restrictions, and such amendments and additions thereto as may hereafter be brought with the jurisdiction of the Association.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of common areas.

"Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

"Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Declarant" shall mean and refer to Rye Wilderness Estates One, LLC, a Florida limited liability company, its successors and assigns.

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"Declaration" shall mean and refer to the Declaration of Maintenance and Land Use Provisions applicable to the Property recorded in the Public Records of Manatee County, Florida.

"Member" shall mean and refer to those persons entitled to membership as provided in the Bylaws and Articles of Incorporation.

ARTICLE III
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 1717 Second Street, Suite A, Sarasota, FL 34236 or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE IV
MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of Members, the manner of their admission to membership and termination of such membership, and voting by the Members shall be as set forth in Article IV and Article V of the Association's Articles of Incorporation, or as so amended.

2. A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least fifty percent (50%) of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

3. Votes may be cast in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and any adjournments of said meeting provided such adjourned meetings occur within ninety (90) days of the original meeting and must be filed with the Secretary at or before the designated time of the meeting. Each proxy shall be revocable at any time at the pleasure of the Lot Owner executing it.

4. Each Member shall have the voting rights provided in the Articles of Incorporation of the Association and any such vote may be cast in person or by proxy executed in writing and filed with the Secretary. In the event of a joint ownership by more than one person, the vote to which the Lot is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by the remainder of such joint owners filing a Voting certificate with the Secretary of the Association. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. Except in the case of husband and wife or single ownership, the Lot shall not be counted in determining a quorum nor shall the owners thereof be able to cast a vote unless at the time of the meeting a valid voting certificate is on file with the Secretary of the Association.

5. The number of votes to which any Member is entitled at any meeting of Members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than

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10 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of Members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any member is entitled as of the record date shall be final, and no conveyance or acquisition of any lot arising after such record date shall be taken into consideration in determining the number of votes to which such Member is entitled at such meeting.

6. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association membership represented at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

7. The Association shall be entitled to give all notices required to be given to the Members of the Association by these Bylaws, the Articles of Incorporation, the Declaration, or the Covenants to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE V
ANNUAL AND SPECIAL MEETINGS OF MEMBERS

1. An annual meeting of the membership of the Association shall be held each year on the second Tuesday in December or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

2. Special meetings of the Members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from Members of the Association whose votes represent more than one-tenth of the total votes of the Association.

3. Notice of all Members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than 14 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, sent overnight, carrier postage prepaid, and addressed to the Member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the

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Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such Member. Notice may be given by facsimile or e-mail with proof of transmission by affidavit by the Secretary of Association.

4. If any Members' meeting cannot be organized because a quorum has not attended or because the greater percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws, or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President, or in his or her absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

6. Any Lot Owner may tape record or videotape a meeting of the Members subject to such reasonable rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes, and such written rules as may be adopted in compliance therewith by the Board.

ARTICLE VI BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. The number of Directors may be changed from time to time by resolution of the Board but may never be less than three. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal, or other termination of services of any Director shall be filled by the Board of Directors, except that Rye Wilderness Estates One, LLC ("Developer"), its successors and assigns, to the exclusion of other Members and the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy, whether by the Board or Developer, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the Members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer, or Director of the Association in any capacity whatsoever.

(c) To establish, levy, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish such uniform rules and regulations governing and restricting the use and maintenance of the lots and improvements thereon and other property owned by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the Members.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(g) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the Members) by the Declaration or Covenants or by the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each lot for each fiscal year in accordance with the provision of the Declaration, the Articles of Incorporation, and these Bylaws; and

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(3) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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(e) To make payment of all ad valorem taxes assessed against the Association Property, both real and personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.

(g) To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

ARTICLE VIII
MEETINGS OF DIRECTORS

1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of Members.

2. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone, or telegram, at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notice may be waived in writing by any board Member, except in an emergency.

5. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the corporate minutes.

6. All meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the meeting would be governed by the attorney-client privilege.

7. No assessment may be levied at a board meeting unless proper notice of said meeting as provided herein has been given and said notice includes a statement that assessments will be considered and the nature of the assessments.

8. Directors may not vote by proxy or secret ballot at board meetings.

ARTICLE IX
OFFICERS

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1. The officers of the Association shall be a President, a Vice President, a Secretary; and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a Member of the Board of Directors.
2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier death, resignation, or removal.
3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.
4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.
5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting the Association Property.
6. The Vice President, or the Vice Presidents so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.
7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the Association. The Secretary shall maintain a roster of the names of all Members of the Association, together with their addresses as registered by such Members.
8. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.
9. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE X
FISCAL MANAGEMENT

1. The fiscal year of the Association shall be the calendar year.

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2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each lot subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. All Members shall be notified of the availability of the budget at no charge upon request.

3. Notice of the annual assessment levied against each lot, together with a copy of the budget as adopted by the Board of Directors, shall be made available to each Member on or before November 15th of the year prior to the fiscal year for which the budget is made. The annual assessment shall be payable on January 1st, and will be deemed late as of February 1st.

4. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

5. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

8. The annual maintenance assessment roll, hereinafter called "assessment roll", shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot subject to the annual maintenance assessment as set forth in said Declaration of Restrictions. Such account shall designate the name and address of the owner or owners of such lot or parcel, the amount of the annual maintenance assessment against the lot or parcel, the dates and amounts in which such assessments come due, the amounts paid upon the account, and the balance due upon assessment.

9. The Association shall prepare an annual financial report within Sixty (60) days after close of the fiscal year and so notify each Member that the financial report is available.

ARTICLE XI

OFFICIAL SEAL

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE XII
BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association Members during regular business hours. The official records of the Association maintained at the Association office shall comply with F.S. 617.303(4) as further amended.

ARTICLE XIII
AMENDMENTS

These Bylaws may be altered, amended, or repealed by a majority vote of the owners present at a duly constituted meeting of the Board of Directors. No amendment affecting Developer shall be effective without the written consent of Developer. Any amendment shall be duly recorded in Public Records of Manatee County, Florida.

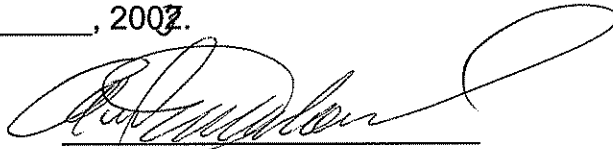
ARTICLE XIV
PARLIAMENTARY RULES

Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these Bylaws.

ARTICLE XV
TRANSITION OF CONTROL

The election of directors by Members other than the Developer and the transition of the Association from the Developer to the Members shall be accomplished in accordance with 617.307 Florida Statutes as amended from time to time.

IN WITNESS WHEREOF, we, being all the directors of the RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC., have hereunto set our hands this 19 day of June, 2007.



Neil Malamud



Ron Shenkin



Sheldon Silverstein

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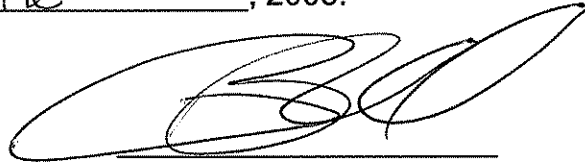
CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting secretary of the RYE WILDERNESS ESTATES HOMEOWNER'S ASSOCIATION OF MANATEE COUNTY, INC., a Florida corporation and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of June, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Association this 19th day of June, 2003.



Ron Shenkin

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Exhibit "I"

C-MIKE

C-DOA



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Lecanto Service Office
3600 West Sovereign Path
Suite 226
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

May 15, 2003

Thomas G. Dabney, II
Chair, Sarasota

Watson L. Haynes, II
Vice Chair, Pinellas

Janet D. Kovach
Secretary, Hillsborough

Maggie N. Dominguez
Treasurer, Hillsborough

Edward W. Chance
Manatee

Ronnie E. Duncan
Pinellas

Pamela L. Fentress
Highlands

Ronald C. Johnson
Polk

Heldi B. McCree
Hillsborough

T. G. "Jerry" Rice
Pasco

Judith C. Whitehead
Hernando

Mr. Neil Malamud
Rye Wilderness One, LLC,
1717 2nd Street, Suite A
Sarasota, FL 34236

Mr. Tom Forrest and Ms. Paula Forrest Wood
5034 47th Street West
Bradenton, FL 34210

Subject: Notice of Final Agency Action for Approval
ERP General Construction
Permit No: 44020311.001
Project Name: Rye Wilderness Estates, Phase I, Borrow Pit
County: Manatee
Sec/Twp/Rge: 23,26/34S/19E

Dear Messrs Malamud and Forrest and Ms. Wood:

This letter constitutes notice of Final Agency Action for approval of the permit application referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

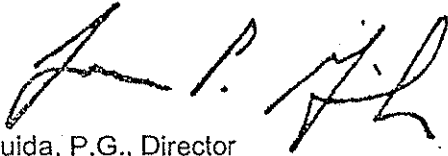
RECORDED
MAY 16 2003

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Rye Wilderness One, LLC
Page 2
May 15, 2003

If you have questions concerning the permit, please contact Elizabeth Wong, P.E., at the Sarasota Service Office, extension 6506. For assistance with environmental concerns, please contact Richard L. Watts, P.W.S., extension 6521.

Sincerely,



James P. Guida, P.G., Director
Sarasota Regulation Department

JPG:ESW:RLW:mt

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
Noticing Packet (42.00-039)
Sections 28-106.201, and 28-106.301, F.A.C.

cc/enc: File of Record 44020311.001
USACOE
Moira Dunn, P.E., Zoller, Najjar & Shroyer, L.C.

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION
PERMIT NO. 44020311.001

EXPIRATION DATE: May 15, 2008

PERMIT ISSUE DATE: May 15, 2003

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawing(s), plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Rye Wilderness Estates, Phase I, Borrow Pit

GRANTED TO: Rye Wilderness One, LLC
1717 2nd Street, Suite A
Sarasota, FL 34236

Mr. Tom Forrest and Ms. Paula Forrest Wood
5034 47th Street West
Bradenton, FL 34210

ABSTRACT: The permit authorizes the construction of three ponds, which will serve as borrow pits, the installation of three pipe culverts under a temporary roadway crossing to connect two adjacent wetlands, Wetlands B and E. One 34" X 53" culvert and two 24" X 38" culverts will replace the existing 24" X 24" culvert. The two proposed smaller culverts will serve an additional purpose as a wildlife corridor. The analysis provided showed that the roadway crossing will not be breached during a 100-year storm event. There are two, mixed hardwood, forested wetlands within the project area. Both wetlands are in good condition. Neither wetland will be adversely impacted by this project.

OP. & MAINT. ENTITY: Rye Wilderness One, LLC

PROPERTY LOCATION: Manatee County

SEC/TWP/RGE: 23,26/34S/19E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 143.68

PROJECT SIZE: 9.90 Acres

LAND USE: Mining

DATE APPLICATION FILED: December 4, 2002

AMENDED DATE: N/A

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Permit No. 44020311.001
 Project Name: Rye Wilderness Estates, Phase I, Borrow Pit
 Page 2

I. Water Quantity/Quality

POND NO.	AREA ACRES AT TOP OF BANK	TREATMENT TYPE
SWF-6	1.90	N/A
SWF-7	2.00	N/A
SWF-8	2.10	N/A
TOTAL	6.00	

Comments: The ponds will be used only as borrow pits. Analysis for treatment volume and attenuation in these ponds are not required in this permit application.

Mixing Zone required: YES () NO (X)

Variance required: YES () NO (X)

II. 100-Year Floodplain

N/A

III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
B	45.70	45.70	0.00	0.00
E	7.50	7.50	0.00	0.00
TOTAL	53.20	53.20	0.00	0.00

Comments: Approximately 0.006 acre of a man-made ditch (classified as an other surface water) will be permanently impacted by the construction of a 20 foot wide roadway over three culverts. Two elliptical culverts will be placed at an elevation to handle storm water events and under normal conditions serve as tunnel "critter crossings". This portion of the man-made ditch provided no wildlife habitat function other than acting as a corridor between Wetlands B and E. No mitigation is required for this impact.

Watershed names: Manatee River

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

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Permit No. 44020311.001
Project Name: Rye Wilderness Estates, Phase I, Borrow Pit
Page 3

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The discharges from this system shall meet state water quality standards as set forth in Chapter 62-302 and Section 62-4.242, F.A.C., for class waters equivalent to the receiving waters.
3. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

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

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

4. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
5. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
6. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
7. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
8. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - (X) wetland preservation
 - (X) wetland buffers
 - () upland preservation
 - () limits of approved wetland impacts
 - () construction access for (list mitigation areas)

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

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Permit No. 44020311.001
 Project Name: Rye Wilderness Estates, Phase I, Borrow Pit
 Page 4

9. Wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
10. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:
- (X) all wetlands
 - (X) wetland buffers
 - () upland preservation easements
 - () upland buffers for water quality treatment
 - () 100-yr floodplain areas
 - () flood plain compensation areas
11. Excavation of Ponds S.W.F. No. 7 and S.W.F. No. 8 on the property currently owned by the Forrests can not occur until the ownership of the property is transferred to Rye Wilderness One, L.L.C. and a request for transfer of ownership is submitted to the District.
12. The proposed bottom of each pond cannot exceed 20 feet below average existing grade. If a clay layer is encountered during the excavation that indicates the presence of an aquiclude, then excavation must be discontinued and the District staff should be notified within 48 hours.
13. The District reserves the right to review the following seasonal high water levels (SHWLs) prior to accepting the use of these SHWLs for the permitting of future Phases of development that will discharge to these ponds. The SHWLs will be evaluated when data from one of more wet seasons are available.

Pond	SHWL (ft)
S.W.F. No. 6	26.0
S.W.F. No. 7	26.5
S.W.F. No. 8	29.4

14. Refer to GENERAL CONDITION No. 15 herein.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Authorized Signature

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EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.
5. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
6. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
7. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
8. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

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9. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
10. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
11. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
12. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
13. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
15. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
16. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
17. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.

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18. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
19. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
20. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
21. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
22. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
23. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
24. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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PLANT SCHEDULE

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
45	SP1	Sabal palmetto	Sabal Palm	10' ct.	As shown	Hurricane Cut
187	QV	Quercus virginiana	Live Oak	10' ht.	As shown	3" cal., 4' ct., 5' spd.
29	MG1	Magnolia grandiflora	Southern Magnolia	10-12' ht.	As shown	3" cal., 3' ct., 4' spd.
8	TD2	Taxodium distichum	Bald Cypress	10' ht.	As shown	2 1/2" cal., 5' ct., 3' spd.
4	CM1	Lagerstromea indica 'Tuskegee'	Crape Myrtle	12' ht.	As shown	Lavender blooms, 5' spd., mit
12	LJ	Ligustrum japonicum	Glossy Privet	7'-8' ht.	As shown	Mit., 6' spd., 3' ct.
74	WM2	Myrica cerifera	Wax Myrtle	6' ht.	5' oc	4' spd.
144	DO	Nerium oleander 'Petite'	Dwarf Oleander	3 ga.	As shown	20" ht., 16" spd.
51	IH	Rhaphiolepis indica 'Nana'	Dwarf Indian Hawthorne	3 ga.	2' oc	12" ht., 12" spd.
220	JP	Juniperus chinensis parsonii	Parsonii Juniper	1 ga.	2' oc.	8" ht., 8" spd.
100	FG	Tripsacum dactyloides	Fakahatchee Grass	3 ga.	3' oc.	Full, 24" ht.
70	ANN	ANNUALS	-	4" pot	12" oc.	As shown
1	MULCH	Pine Bark Nugget	-	-	-	3 evenly spread.
1	SOD	Bahia	-	-	-	-

REFER TO SHEETS 2 -9 OF 9 FOR PLANT MATERIAL LOCATIONS

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COMMON AREA LANDSCAPE PLAN
FOR
RYE WILDERNESS ESTATES, PHASE 1
LOCATED IN
SECTION 23 & 26 TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

Zoller, Majar & Shroyer, L.C.

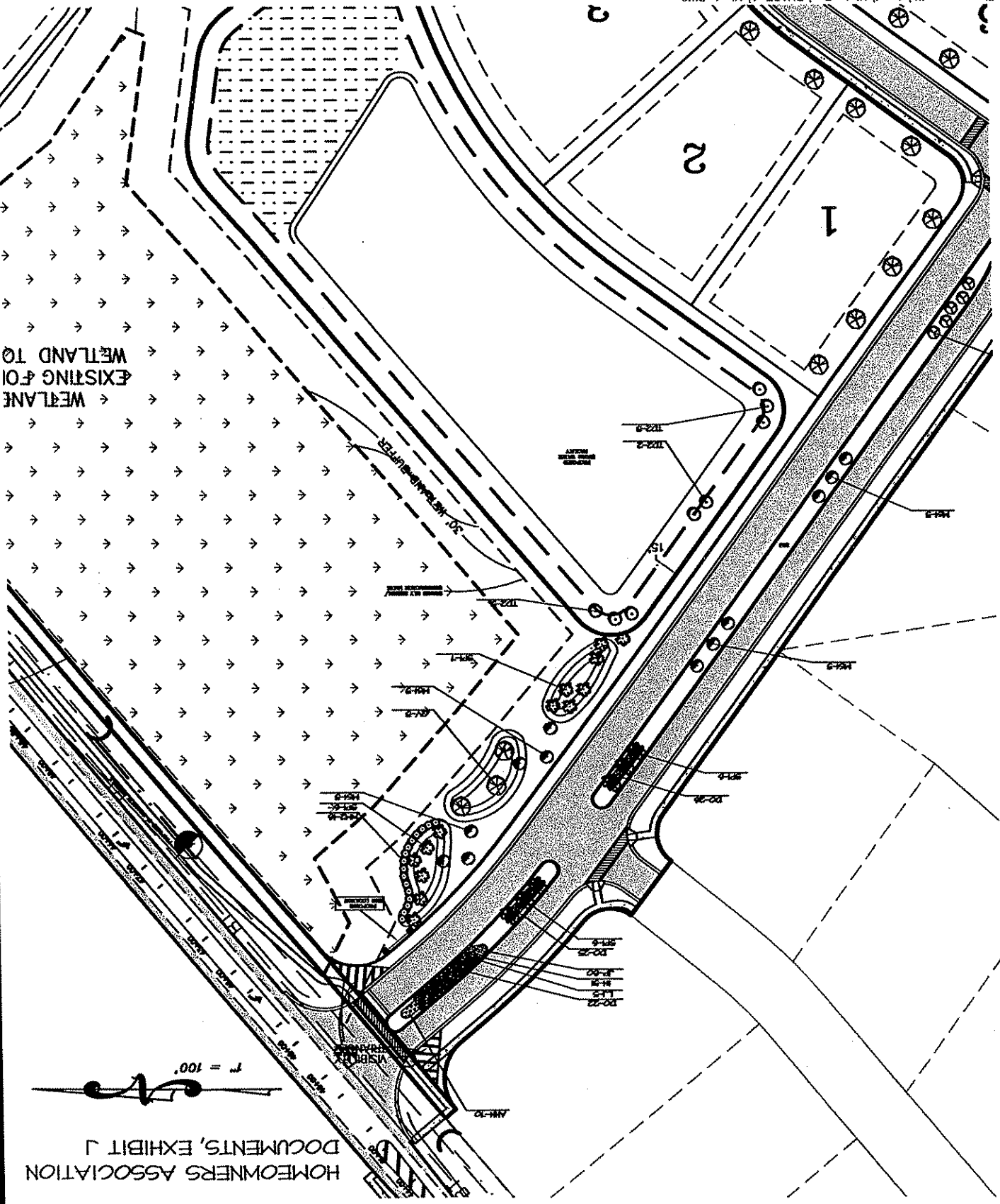


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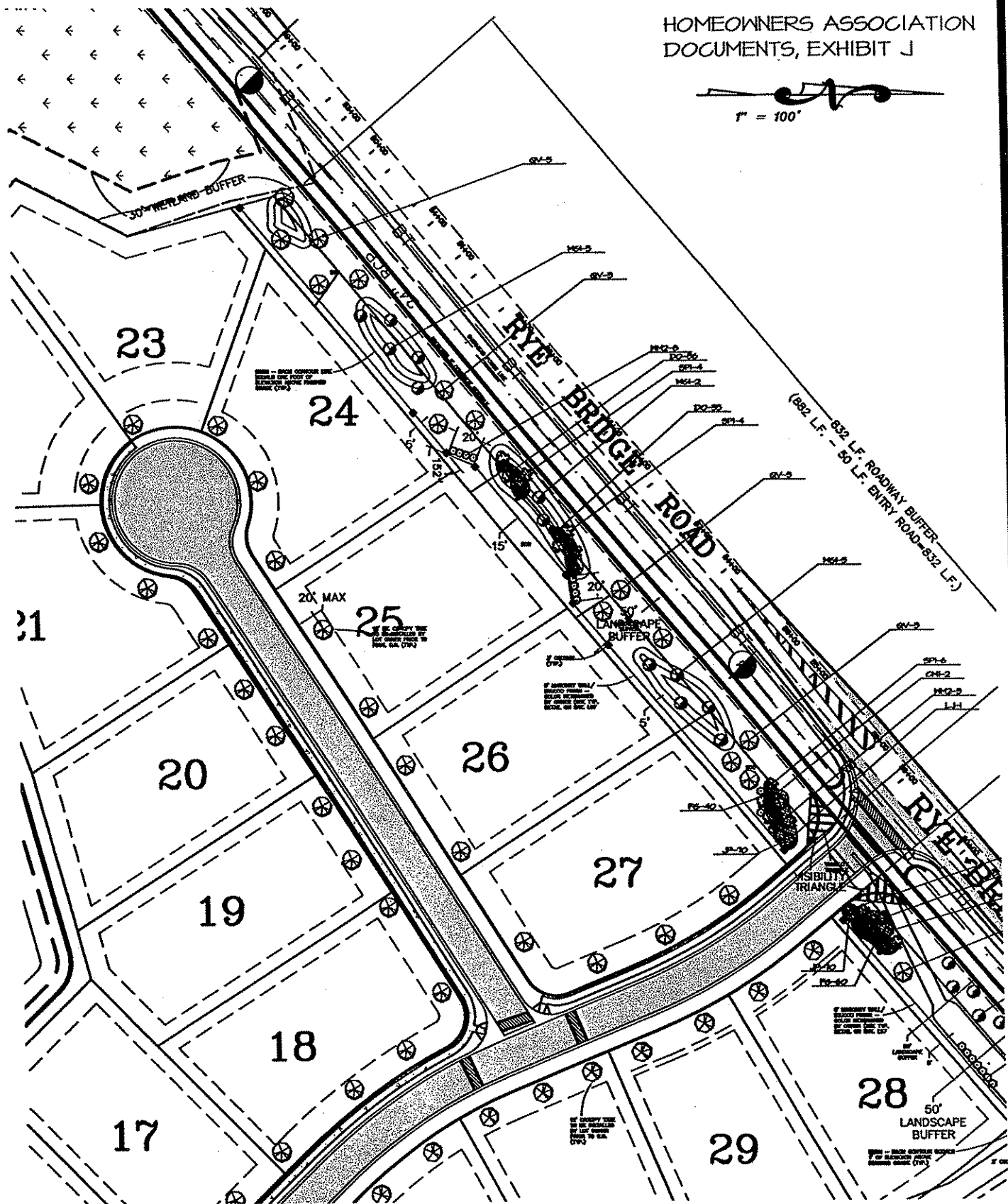
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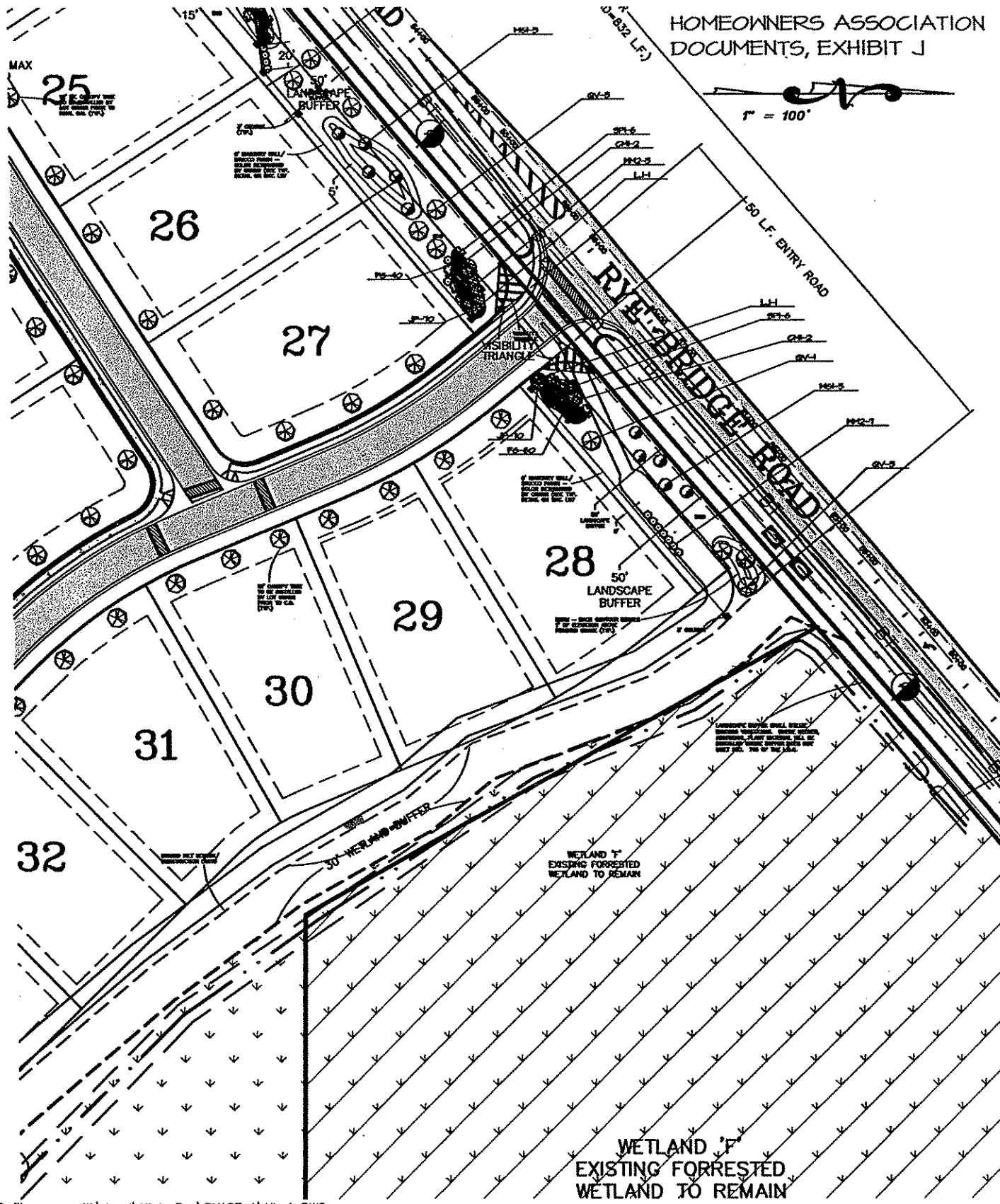
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MANATEE COUNTY, FLORIDA

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1" = 100'



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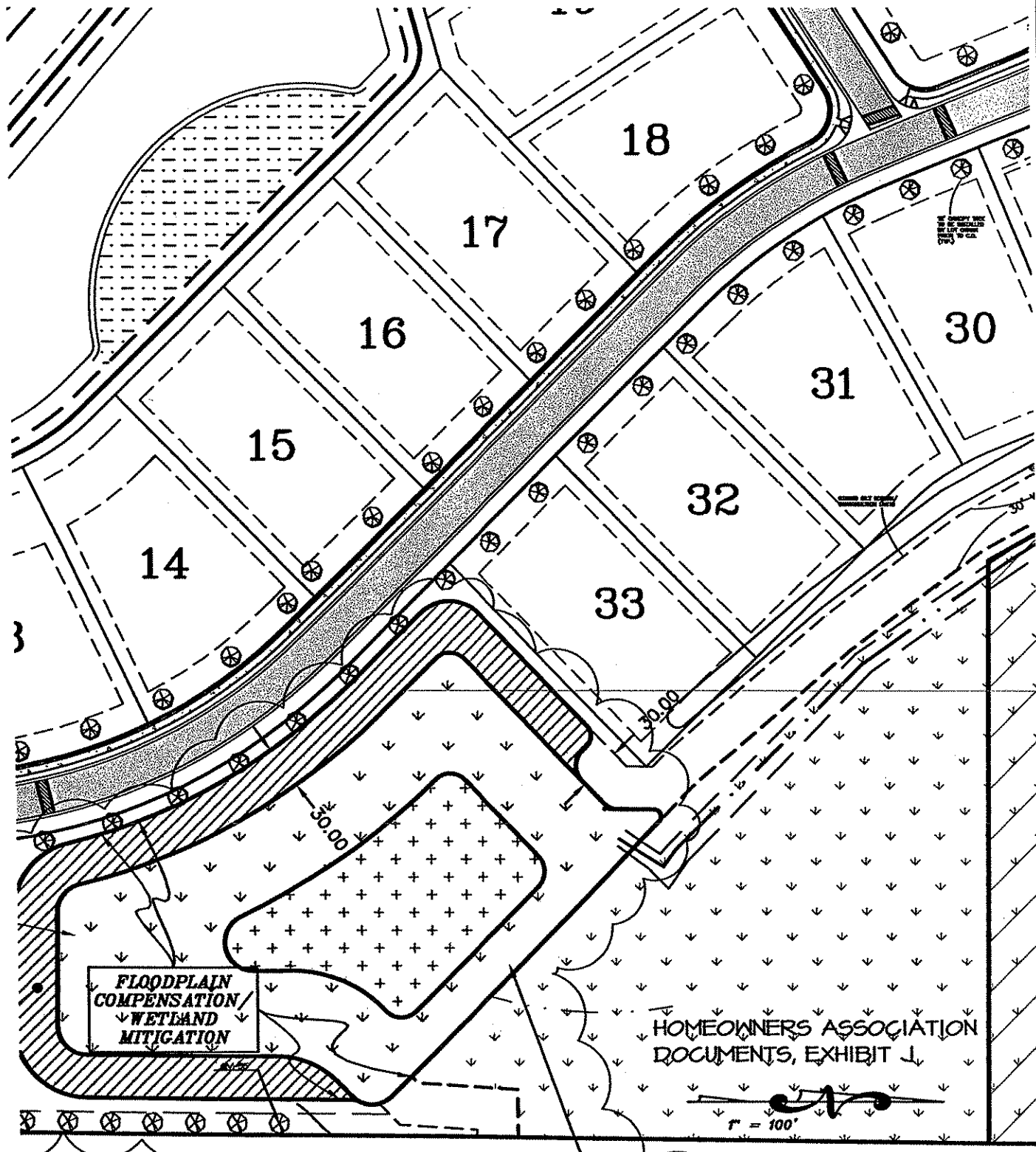
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WETLAND MITIGATION AREA
1.65 ACRES
71,729± S.F.

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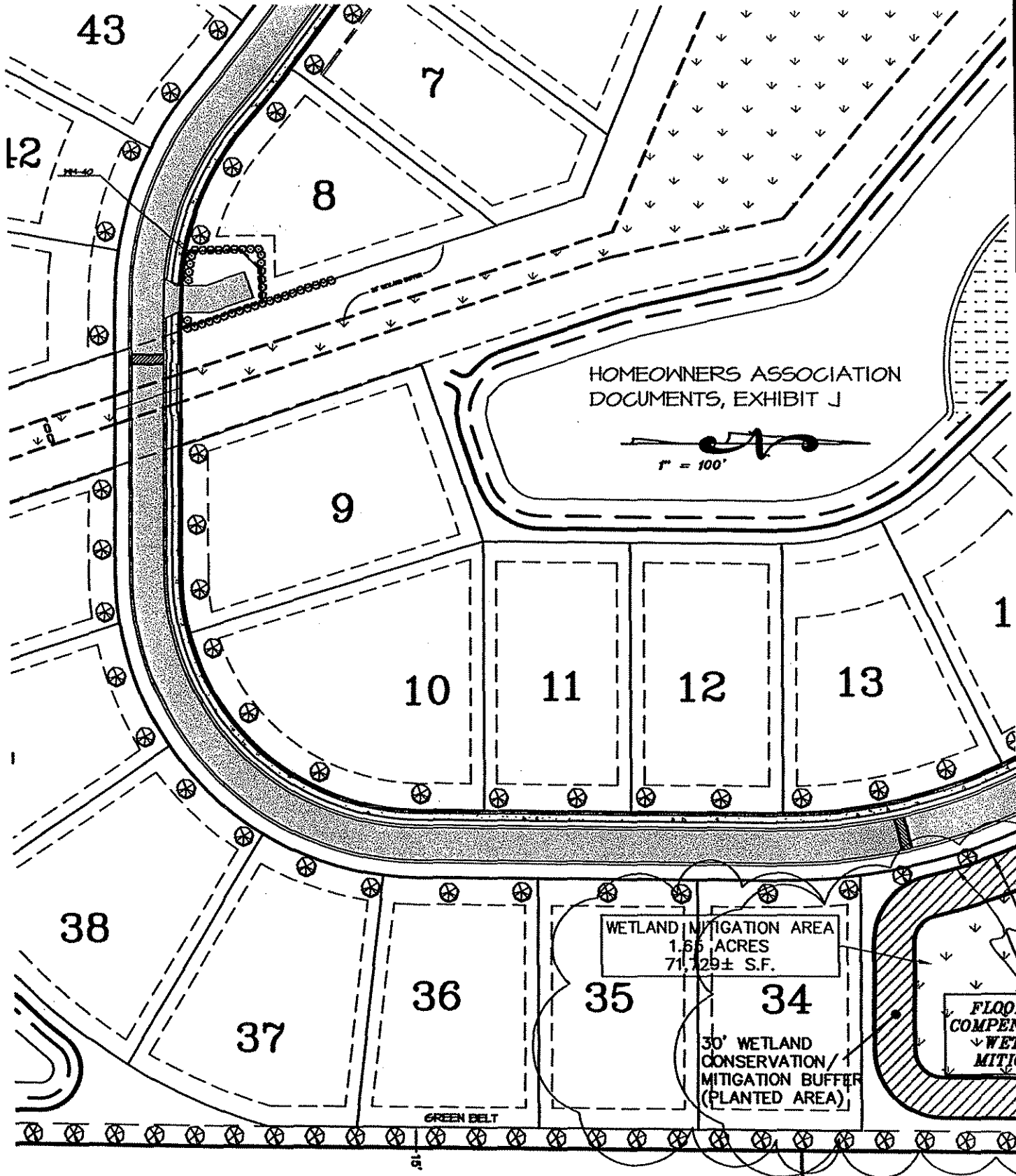
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1" = 100'

WETLAND MITIGATION AREA
1.55 ACRES
71,729± S.F.

30' WETLAND CONSERVATION/
MITIGATION BUFFER
(PLANTED AREA)

FLOOD COMPEN
WET MITIC

GREEN BELT

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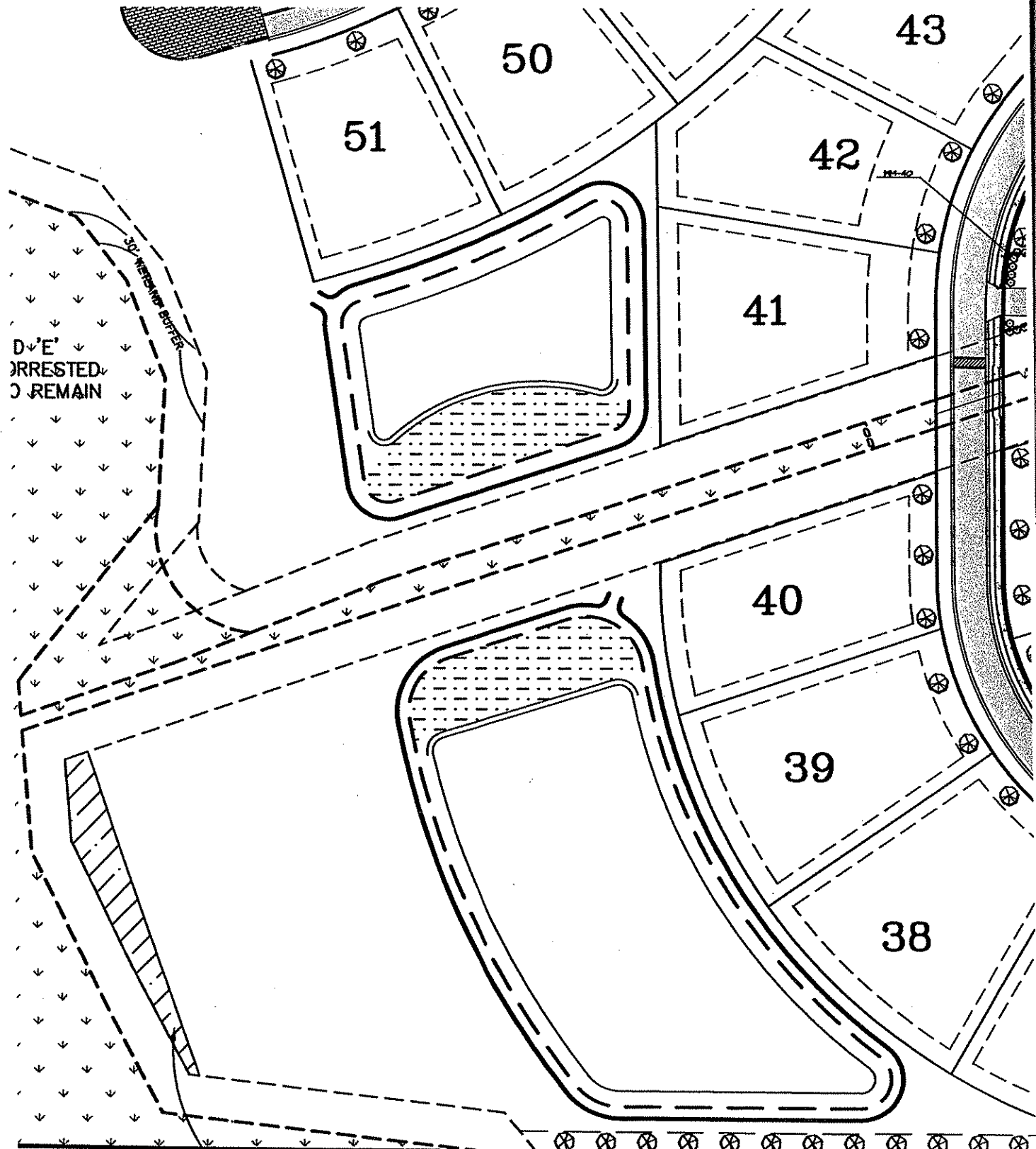
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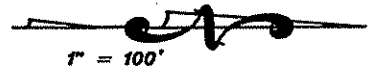
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BUFFER
COMPENSATION

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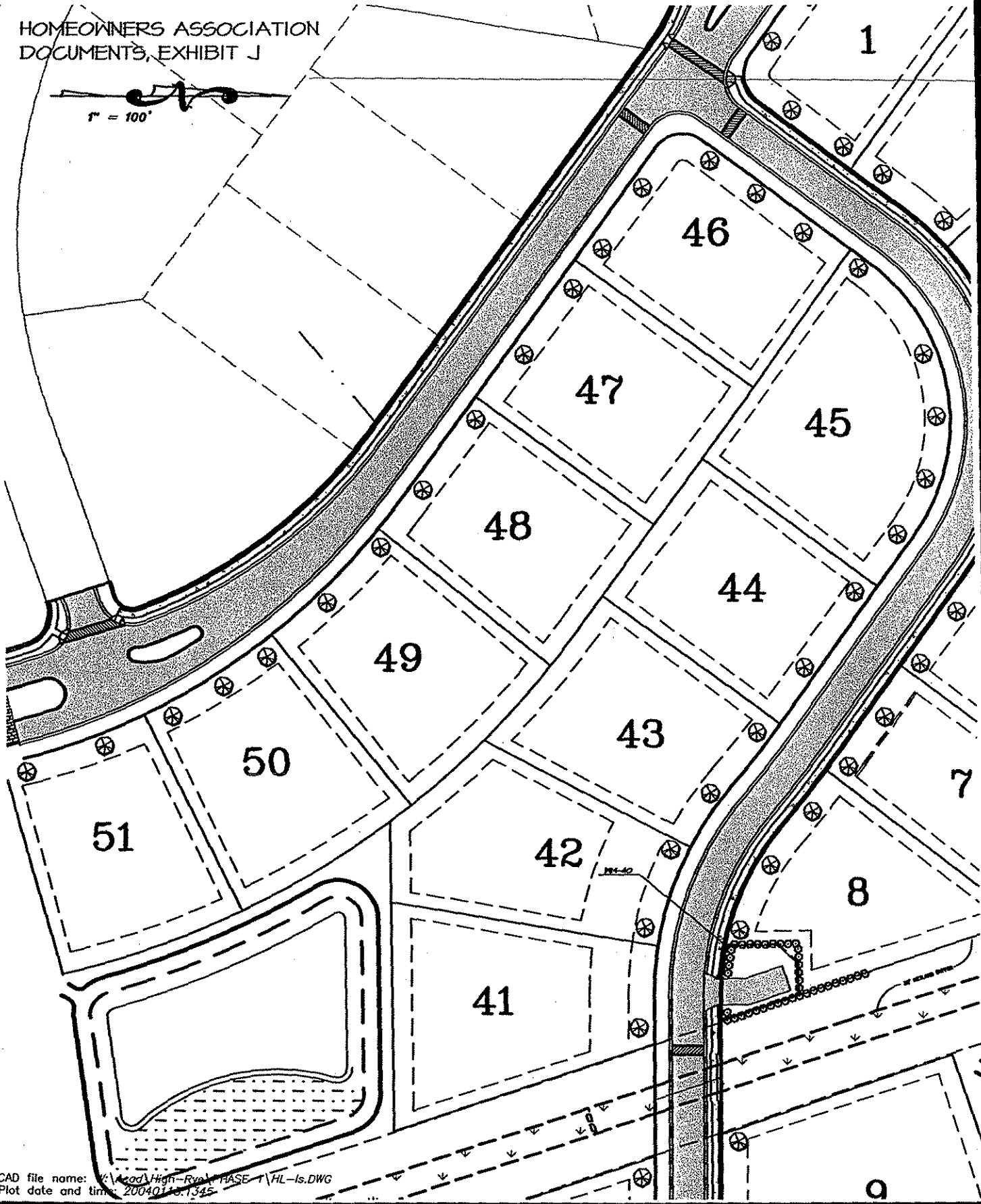
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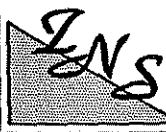


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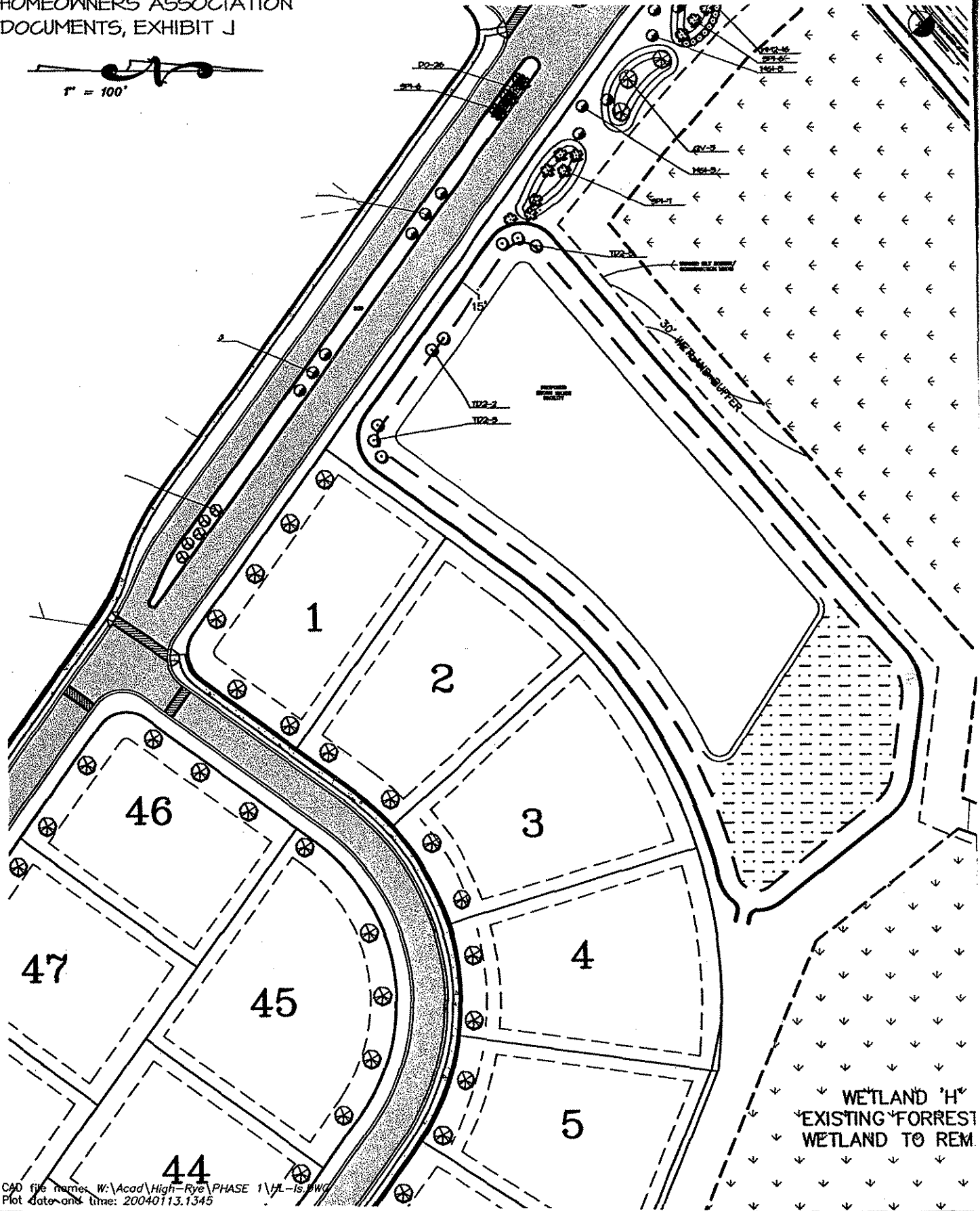
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