

Prepared by and return to:  
Christa L. Folkers, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

**FOURTEENTH AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF  
TWIN RIVERS**

**WHEREAS, GAMBLE CREEK, L.C.**, a Florida limited liability company (“Declarant”), joined by Twin Rivers II, L.C., a Florida limited liability company (“Developer”), heretofore recorded an Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Twin Rivers in Official Records Book 1952, page 629, Public Records of Manatee County, Florida, as amended (the “Declaration”);

**WHEREAS**, the Declaration has been amended previously by instruments recorded in Official Records Book 2078, page 2753, Official Records Book 2182, page 2112, Official Records Book 2309, page 5585, Official Records Book 2325, page 5680, Official Records Book 2350, page 7606, Official Records Book 2393, page 858, Official Records Book 2404, page 2975, Official Records Book 2419, Page 6753, Official Records Book 2423, Page 6070, Official Records Book 2448, Page 1659, Official Records Book 2626, Page 3211, Official Records Book 2724, Page 7661, Official Records Book 2742, Page 7651, and Official Records Book 2756, Page 121, Public Records of Manatee County, Florida;

**WHEREAS**, the Declaration reserves unto Declarant the right to make additional property subject to the provisions of the Declaration;

**WHEREAS**, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

**WHEREAS**, Declarant desires to make additional property subject to the provisions of the Declaration and amend the Declaration with respect to certain matters as set forth herein;

**NOW, THEREFORE**, pursuant to the rights of Declarant reserved in Articles 2.3 and 23 of the Declaration, Declarant hereby makes additional property subject to the provisions of the Declaration and amends the Declaration as follows:

1. The property legally described in Exhibit "M" attached hereto, comprising the lands to be subdivided by Declarant as Twin Rivers, Phase V-A2 & V-A3, is hereby made subject to the provisions of the Declaration. Exhibit "M" is added to the Declaration to read the same as Exhibit "M" attached hereto.

2. Article 1.63 is added to the Declaration to read as follows:

1.63 "Phase V-A2 & V-A3" shall mean the property described in Exhibit "M" attached hereto.

3. The fourth sentence of Article 4.1 of the Declaration is amended to read as follows: "The Common Areas shall specifically include: (a) Tracts A – G in Phase I, as shown on the Plat, and all Improvements thereto; (b) Tracts A – O and Tracts CE1 – CE13 in Phase II, as shown on the Plat, and all Improvements thereto; (c) Tracts A – G, Tracts CE1 – CE11, and Tracts DE1 – DE7 in Phase III, as shown on the Plat, and all Improvements thereto; (d) Tracts A – Z, Tracts A1 – A3, Tracts CE1 – CE18, and Tracts DE1 – DE20 in Phase IV, as shown on the Plat, and all Improvements thereto; (e) Tracts A and B in Phase IV-C-A, as shown on the Plat, and all Improvements thereto; (f) Tracts A – J, CE1 – CE2, and DE1 – DE4 in Phase V-A1, as shown on the Plat, and all Improvements thereto; (g) Tracts 102, 500, and 600 in Phase V-B1, as shown on the Plat; (h) Tracts A – G, and Tracts DE1 – DE6 in Phase V-A2 & V-A3, as shown on the Plat; and (i) all Improvements made within public rights-of-way by Declarant or the Association pursuant to Article 6.4."

4. Article 4.12 is added to the Declaration to read as follows:

4.12 **Phase V-A2 & V-A3 Common Areas.** The following provisions apply to the Common Areas:

A. **Tracts A – G.** Tract A – G are comprised of open space areas and are hereby set aside by Declarant for the use, enjoyment, and benefit of Declarant and the Owners. Declarant or the Association may install such plants, landscaping, and Improvements as Declarant or the Association may deem appropriate for the open space character of these Tracts. The right of Declarant and the Association to install such additional plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except as may be required by Manatee County, these Tracts may, in the discretion of Declarant and the Association, be left in an unimproved state.

B. **Tracts DE1 – DE6.** Tracts DE1 – DE6 are comprised of stormwater retention and open space areas and are hereby set aside by Declarant for the use, enjoyment, and benefit of Declarant and the Owners. As further reflected on the Plat, Declarant has granted to Manatee County a perpetual nonexclusive drainage easement over and across portions of these Tracts. Declarant may install within these Tracts stormwater retention ponds, together with outfall structures, weirs, headwalls, and related stormwater drainage and

retention control devices and apparatus, as part of the Stormwater Management System. Declarant or the Association may further install such plants, landscaping, and Improvements as Declarant or the Association may deem appropriate for the open space and retention pond character of these Tracts. The right of Declarant and the Association to install such additional plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except for such Stormwater Management System installations as may be required by Manatee County or SWFWMD, these Tracts may, in the discretion of Declarant and the Association, be left in an unimproved state.

5. The first sentence of Article 5.4.B of the Declaration is amended to read as follows: "With respect to Lots 2 – 6, 13, 14, 29 – 49, 63 – 73, 80 – 90, 92 – 99, 2001 – 2027, 2043 – 2045, 2047 – 2064, 2072, 2076 – 2082, 2085 – 2088, 2110, 3001 – 3007, 3012 – 3020, 3028 – 3071, 3091– 3129, 4003 – 4019, 4025 – 4033, 4047 – 4052, 4060 – 4066, 4077 – 4084, 4090 – 4098, 4102 – 4110, 4116 – 4141, 4148 – 4154, 4165 – 4182, 4190 – 4194, 4197 – 4200, 5001, 5004 – 5009, 5013 – 5029, 5046 – 5055, 5060 – 5108, 5109 – 5134, 5144 - 5151 and 7013 – 7015 a five-foot-wide, four-inch thick sidewalk shall be installed along one or more Lot lines in the area between such Lot lines and the paved surface of the public street adjacent thereto."

6. The following sentence is added to Article 10.4.A to read as follows: "Notwithstanding the foregoing, the front yard setback shall be 45 feet from the front property line with respect to the Lots in Phase V-A2 & V-A3, and the Architectural Committee shall have the right to grant a variance to reduce the front yard building setback to no less than 25 feet."

7. The following sentence is added to Article 10.4.B to read as follows: "Notwithstanding the foregoing, the combined side yard building setback shall be 24 feet with respect to the Lots in Phase V-A2 & V-A3."

8. The following sentences are added to Article 10.14 of the Declaration to read as follows: "The Plans submitted to Declarant or the Architectural Committee for the construction of the first home on each Lot in Phase V-A2 & V-A3 shall provide for the installation of a lamppost in accordance with the lamppost and lighting specifications required by the Architectural Committee, which installation shall be constructed with the dwelling at the Owner's expense and thereafter shall be maintained pursuant to Article 6.8. Each Owner of a Lot in Phase V-A2 & V-A3 shall complete installation of the lamppost required for his Lot by the issuance by Manatee County of a certificate of occupancy for a dwelling on the Lot. Costs of electricity for illumination of the lamppost shall be paid by the Owner. Notwithstanding the foregoing, United States Post Office regulations may dictate the use of gang style mail kiosks for Phase V-A2 & V-A3 in a location approved by Declarant."

9. Exhibit "C" to the Declaration is amended to include the Phase V-A2 & V-A3 Tree Requirements Schedule attached hereto as Exhibit "C."

IN WITNESS WHEREOF, Declarant has caused this Fourteenth Amendment to be executed in its name this 27<sup>th</sup> day of December 2019.

WITNESSES:

Christa L. Folkers

Signature of Witness

Christa L. Folkers

Print Name of Witness

Sharlene G. Rock

Signature of Witness

SHARLENE G. ROCK

Print Name of Witness

**GAMBLE CREEK, L.C.**

By: CounTreeWide Realty, Inc., a Florida corporation, as its Authorized Member

By: [Signature]

Larry J. D'Urso, Jr.,  
As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of DECEMBER 2019 by Larry J. D'Urso, Jr., as President of CounTreeWide Realty, Inc., a Florida corporation and Authorized Member of **GAMBLE CREEK, L.C.**, a Florida limited liability company, on behalf of the corporations and company. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

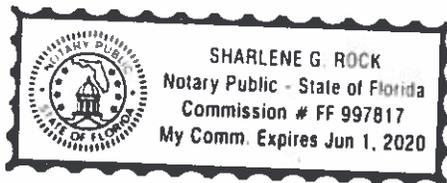
Sharlene G. Rock

Notary Public

SHARLENE G. ROCK

Print Name of Notary Public

(Notary Seal)



I am a Notary Public of the State of Florida, and my commission expires on 6/1/2020.

**EXHIBIT "C"**

**TWIN RIVERS - PHASE V-A2 & V-A3 TREE REQUIREMENTS**

<b>LOTS</b>	<b>CANOPY (12' HT 3" Cal.)</b>	<b>SUPPLEMENTAL (12' HT 3" Cal.)</b>	<b>LOTS</b>	<b>CANOPY (12' HT 3" Cal.)</b>	<b>SUPPLEMENTAL (12' HT 3" Cal.)</b>
5046	2	2	5078	2	2
5047	2	2	5079	2	2
5048	2	2	5080	2	2
5049	2	2	5081	2	2
5050	3	2	5082	2	2
5051	2	2	5083	2	2
5052	2	2	5084	2	2
5053	2	2	5085	2	2
5054	2	3	5086	2	2
5055	2	3	5087	2	2
5056	2	3	5088	2	2
5057	2	2	5089	2	2
5058	2	2	5090	2	2
5059	2	2	5091	2	2
5060	3	2	5092	2	2
5061	2	2	5093	2	2
5062	2	2	5094	2	2
5063	2	2	5095	2	2
5064	2	2	5096	2	2
5065	2	2	5097	2	2
5066	2	2	5098	2	2
5067	2	2	5099	2	2
5068	2	2	5100	2	2
5069	2	2	5101	2	2
5070	2	2	5102	2	2
5071	2	2	5103	2	2
5072	2	2	5104	2	2
5073	2	2	5105	2	2
5074	2	2	5106	2	2
5075	2	2	5107	2	2
5076	2	2	5108	2	2
5077	2	2			

## EXHIBIT "M"

TWIN RIVERS, PHASE V-A2 & V-A3

### DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 10 AND 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT C OF TWIN RIVERS, PHASE V-A1, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 41 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES: (1) N 90°00'00" E, A DISTANCE OF 139.66 FEET; (2) N 00°00'00" E, A DISTANCE OF 2.59 FEET; (3) S 89°41'17" E, A DISTANCE OF 84.00 FEET; (4) N 45°09'22" E, A DISTANCE OF 70.52 FEET; (5) S 89°41'17" E, A DISTANCE OF 151.04 FEET (6) S 00°18'43" W, A DISTANCE OF 190.00 FEET; (7) S 02°45'32" W, A DISTANCE OF 62.33 FEET; (8) S 00°00'00" E, A DISTANCE OF 118.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET; (9) SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 100°41'37", A DISTANCE OF 184.53 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; (10) SOUTHEASTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 173°47'13", A DISTANCE OF 758.29 FEET TO END OF SAID CURVE; (11) S 16°54'24" E, A DISTANCE OF 165.63 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 16°54'24" E, AT A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80°33'47", A DISTANCE OF 351.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°04'49", A DISTANCE OF 43.77 FEET TO THE POINT OF TANGENCY; THENCE S 17°36'38" W, A DISTANCE OF 64.64 FEET; THENCE N 72°23'22" W, A DISTANCE OF 222.87 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°05'01", A DISTANCE OF 172.47 FEET TO THE POINT OF TANGENCY; THENCE N 40°18'22" W, A DISTANCE OF 148.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 192.00 FEET; THENCE N 40°18'22" W, A DISTANCE OF 82.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 50.00 FEET; THENCE S 40°18'22" E, A DISTANCE OF 82.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 192.00 FEET; THENCE S 40°18'22" E, A DISTANCE OF 148.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 742.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°47'36", A DISTANCE OF 62.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE

TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°09'49", A DISTANCE OF 57.88 FEET TO THE POINT OF TANGENCY; THENCE S 11°56'09" E, A DISTANCE OF 32.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°25'01", A DISTANCE OF 58.32 FEET TO THE POINT OF TANGENCY; THENCE S 21°28'52" W, A DISTANCE OF 103.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°04'49", A DISTANCE OF 43.77 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHWESTERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 147°53'26", A DISTANCE OF 645.29 FEET TO THE END OF SAID CURVE; THENCE S 18°35'42" E, A DISTANCE OF 157.65 FEET; THENCE S 52°55'30" W, A DISTANCE OF 42.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET; THENCE SOUTHWESTERLY ALONG THE OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°18'15", A DISTANCE OF 205.91 FEET TO THE POINT OF TANGENCY; THENCE N 88°46'16" W, A DISTANCE OF 177.84 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 88°08'49" W, AT A DISTANCE OF 1044.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'56", A DISTANCE OF 56.16 FEET TO THE POINT OF TANGENCY; THENCE S 01°13'44" W, A DISTANCE OF 55.34 FEET; THENCE N 88°46'16" W, A DISTANCE OF 107.44 FEET; THENCE S 01°13'44" W, A DISTANCE OF 177.53 FEET; THENCE S 88°46'16" E, A DISTANCE OF 52.44 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; THENCE S 01°13'44" W, A DISTANCE OF 45.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; THENCE S 88°46'16" E, A DISTANCE OF 131.33 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 742.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°18'15", A DISTANCE OF 496.05 FEET TO THE POINT OF TANGENCY; THENCE N 52°55'30" E, A DISTANCE OF 92.00 FEET; THENCE S 31°06'08" E, A DISTANCE OF 221.97 FEET; THENCE S 45°12'00" W, A DISTANCE OF 120.37 FEET; THENCE S 75°29'32" W, A DISTANCE OF 184.26 FEET; THENCE N 84°57'46" W, A DISTANCE OF 162.83 FEET; THENCE S 43°14'47" W, A DISTANCE OF 118.78 FEET; THENCE S 82°44'17" W, A DISTANCE OF 190.95 FEET; THENCE N 71°35'04" W, A DISTANCE OF 217.17 FEET; THENCE N 60°38'01" W, A DISTANCE OF 49.54 FEET; THENCE S 90°00'00" W, A DISTANCE OF 92.11 FEET; THENCE N 62°42'21" W, A DISTANCE OF 147.72 FEET; THENCE S 54°51'21" W, A DISTANCE OF 92.10 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY AND

NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 83°59'30", A DISTANCE OF 117.27 FEET TO THE POINT OF TANGENCY; THENCE N 41°09'08" W, A DISTANCE OF 261.18 FEET; THENCE N 70°32'43" W, A DISTANCE OF 132.59 FEET; THENCE N 00°00'00" E, A DISTANCE OF 160.93 FEET; THENCE N 75°36'51" E, A DISTANCE OF 70.48 FEET; THENCE S 68°57'19" E, A DISTANCE OF 76.89 FEET; THENCE N 65°02'44" E, A DISTANCE OF 61.28 FEET; THENCE N 87°10'10" E, A DISTANCE OF 114.12 FEET; THENCE N 48°30'03" E, A DISTANCE OF 79.01 FEET; THENCE N 04°43'27" E, A DISTANCE OF 68.67 FEET; THENCE N 07°45'42" W, A DISTANCE OF 39.13 FEET; THENCE N 11°31'00" W, A DISTANCE OF 36.74 FEET; THENCE N 48°48'02" W, A DISTANCE OF 69.49 FEET; THENCE N 68°22'24" W, A DISTANCE OF 54.14 FEET; THENCE N 52°17'13" W, A DISTANCE OF 168.35 FEET; THENCE N 11°25'17" W, A DISTANCE OF 192.83 FEET; THENCE N 32°54'15" W, A DISTANCE OF 78.00 FEET; THENCE N 22°43'42" E, A DISTANCE OF 69.32 FEET; THENCE N 77°26'57" E, A DISTANCE OF 110.45 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 77°26'57" E, AT A DISTANCE OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°52'04", A DISTANCE OF 207.59 FEET TO THE END OF SAID CURVE; THENCE S 87°40'59" E, A DISTANCE OF 20.95 FEET; THENCE N 07°57'00" E, A DISTANCE OF 152.94 FEET; THENCE N 76°24'59" W, A DISTANCE OF 20.95 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 76°24'59" E, AT A DISTANCE OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°32'18", A DISTANCE OF 77.33 FEET; THENCE N 82°02'59" W, A DISTANCE OF 61.10 FEET; THENCE N 71°40'00" W, A DISTANCE OF 77.67 FEET; THENCE N 17°18'56" E, A DISTANCE OF 135.41 FEET; THENCE N 12°00'47" W, A DISTANCE OF 95.06 FEET; THENCE N 18°37'36" E, A DISTANCE OF 137.13 FEET; THENCE N 52°10'20" E, A DISTANCE OF 86.33 FEET; THENCE N 20°27'27" E, A DISTANCE OF 95.45 FEET; THENCE N 71°31'27" E, A DISTANCE OF 146.25 FEET; THENCE S 66°19'02" E, A DISTANCE OF 48.29 FEET; THENCE S 40°18'22" E, A DISTANCE OF 73.14 FEET; THENCE S 88°57'10" E, A DISTANCE OF 115.68 FEET; THENCE N 49°41'38" E, A DISTANCE OF 110.48 FEET; THENCE N 08°41'02" E, A DISTANCE OF 137.56 FEET; THENCE N 15°43'06" W, A DISTANCE OF 194.94 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 38°31'47" E, AT A DISTANCE OF 190.00 FEET; THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 205°06'46", A DISTANCE OF 680.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°31'52", A DISTANCE OF 37.99 FEET TO THE POINT OF TANGENCY; THENCE N 33°03'07" W, A DISTANCE OF 80.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100°44'48", A DISTANCE OF 87.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 335.98 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE

TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $22^{\circ}37'02''$ , A DISTANCE OF 132.63 FEET TO THE POINT OF TANGENCY; THENCE S  $89^{\circ}41'17''$  E, A DISTANCE OF 207.09 FEET; THENCE N  $00^{\circ}00'00''$  E, A DISTANCE OF 90.47 FEET; THENCE N  $90^{\circ}00'00''$  E, A DISTANCE OF 40.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 68.36 ACRES, MORE OR LESS.

## NOTICE TO BUYERS

### TO PURCHASERS OF LOTS IN TWIN RIVERS, PHASE V-A2 & V-A3, SUBDIVISION, MANATEE COUNTY, FLORIDA.

**GAMBLE CREEK, L.C.**, a Florida limited liability company (“Developer”), is the developer of **TWIN RIVERS, PHASE V-A2 & V-A3**, a subdivision as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida. Developer hereby notifies purchasers of lots in the subdivision of the following:

1. The development and use of the lots and other property and improvements in the subdivision will be governed by the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Twin Rivers recorded in Official Records Book 1952, page 629, Public Records of Manatee County, Florida, as amended (the “Twin Rivers Declaration”). A copy of the Twin Rivers Declaration will be provided in conjunction with the purchase of a lot from Developer.

2. Each lot owner in the subdivision will automatically be a member of Twin Rivers Association, Inc. (the “Association”), and will be entitled to one vote. Each member will be subject to the Association’s articles of incorporation, bylaws, and regulations.

3. Each lot in the subdivision will be subject to Association Assessments in accordance with the provisions of Article 8 of the Twin Rivers Declaration. The Assessments will be used to pay the Association Expenses, which will include all costs incurred by the Association for the management, maintenance, and administration of the subdivision in accordance with the terms of the Twin Rivers Declaration. Certain areas within the subdivision will be designated as Common Areas pursuant to the Twin Rivers Declaration. The Common Areas will include landscaping, open space areas, recreational areas, and stormwater retention areas.

4. The budget shows the estimated Assessments applicable to the subdivision for the applicable year indicated. The amount of the Assessments is not guaranteed and may be increased by the Association as necessary to pay the Association Expenses.

5. Utility easements, for the express purpose of accommodating surface and underground drainage and underground utilities, of five feet in width along all side and rear lot lines, and of ten feet in width along all front lot lines, are being reserved, as more specifically described in the plat of the subdivision.

6. The presently planned source of irrigation for the subdivision will be wells or reclaimed water. Such irrigation water is not for human consumption. No irrigation within the subdivision is permitted using the Manatee County public potable water supply. The Manatee

County Land Development Code requires that all users of the irrigation system comply with all provisions of the Water Shortage Plan and the Water Shortage Emergency. The Code further stipulates that the acceptance of water service constitutes the agreement of the user to comply with such provisions.

7. There are neighboring agricultural uses in the vicinity of the subdivision, which may cause possible truck traffic through the neighborhood, as well as the use of pesticides and herbicides and odors and noises associated with agricultural uses.

8. The subdivision will include proposed inter-neighborhood ties, which are designed to serve as a roadway connection for any future development. Traffic from the future extension of Mulholland Road and surrounding properties, when developed, shall use the roads within the subdivision. Mulholland Road is an east/west thoroughfare roadway designed for the future connection of Fort Hamer Road to Rye Road.

9. Recreational or scenic corridors and wetland buffers shall be identified by signage and maintained by the Association. The Twin Rivers Declaration contains provisions regarding certain uses of these areas.

10. Manatee County has no obligation to maintain, change, improve, clean, repair erosion, or restore natural changes in the course of Gamble Creek's streambed.

11. Attached to the Twin Rivers Declaration as Exhibit "C" is the Twin Rivers - Phase V-A2 & V-A3 Tree Requirements schedule, which indicates the number of canopy trees and supplemental trees to be planted by each homeowner. The Twin Rivers Declaration provides that lot owners shall be responsible for planting and maintaining supplemental trees on the lots and for planting and maintaining canopy trees within 25 feet of the right-of-way of each street contiguous to their respective lots, spaced no closer together than 25 feet. The Twin Rivers Declaration also prohibits removal of canopy trees unless diseased or dead, in which event the lot owner must replace the removed tree with a tree of the same size and type. Any replacement of required trees shall be done in accordance with applicable provisions of the Manatee County Land Development Code.

12. According to Manatee County, the purchase of a lot in the subdivision constitutes the purchase of property in the Flood Prone Area, Coastal High Hazard, and Coastal Evacuation Areas—the evacuation zone for a Category 1 hurricane. The subdivision has a Hurricane Evaluation Plan and Disaster Plan which has been approved by the Manatee County Director of Public Safety. In connection with such plan, the Association shall ensure that all subsequent purchasers within the subdivision are provided with copies of the Manatee County "All-Hazard Guide" and Red Cross brochure "Your Family Disaster Plan," and assure receipt or posting of an evacuation zone map.

13. Although the streets within the subdivision will be dedicated to Manatee County as public rights-of-way, the Association will be responsible for maintenance of paver bricks installed by Developer within the streets and of landscaping and certain other improvements installed by Developer on islands within the streets. All private improvements that will be maintained by the Association can be found in Final Site Plan No. PDR-14-19/16-S-04/FSP-16-10 (the "Final Site Plan") at the Records Management Division of the Manatee County Planning Department. The responsibility of the Association to maintain the landscaping and certain other improvements installed by Developer on islands within the streets shall be pursuant to the Maintenance Agreement for Right-of-Way Improvements recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Manatee County, Florida.

14. Portions of certain areas within the subdivision may be subject to a drainage easement in favor of Manatee County for the protection of wetlands and wetland buffers which are regulated in accordance with Section 706 of the Manatee County Land Development Code. Unless specifically authorized by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of such wetlands and wetland buffers without the prior consent of Manatee County:

- a. Development, as defined by the Manatee County Land Development Code.
- b. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- c. Construction or placing of utilities on, below or above the ground without appropriate local, state, and Federal permits or authorizations.
- d. Dumping or placing soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- e. Removal, mowing, or trimming of trees, shrubs, or other vegetation.
- f. Application of herbicides, pesticides, or fertilizers.
- g. Excavating, dredging, or removing loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- h. Any use that does not permit the land or water areas to remain in their natural condition.
- i. Planting of vegetative material that is not native to the Southwest region of Florida.

15. Payment of an impact fee for emergency shelter facilities shall be required from each lot owner if such impact fee is adopted by the Board of County Commissioners of Manatee County.

16. Lots within the subdivision are subject to the following minimum building setbacks: 12 foot side yard setback and 24 foot combined side yard setback, 20 foot rear yard setback, 30 foot waterfront setback, 15 foot wetland buffer setback, and 15 foot greenbelt buffer setback. Corner lots are considered to have two front yard setbacks. The minimum building setback for the front yard is 45 feet for all lots within the subdivision.

**17. THE FOLLOWING FLOOD ZONE INFORMATION IS PROVIDED TO ALL BUYERS WITHIN THE SUBDIVISION:**

a. The subdivision falls within flood zones X and AE with base flood elevations ("BFE") of 12 feet above M.S.L. per FIRM panel 12081C0195E. Lots 5080 through 5108 appear to encroach into flood zone AE.

b. According to FEMA, flood zone AE shall have the lowest habitable finished floor elevated to or above BFE. The revised Manatee County Ordinance 13-39 requires that the lowest habitable finished floor be at BFE plus a one foot freeboard (flood protection elevation). Therefore, the minimum floor elevation of the homes within the AE zone must be one foot higher than the BFE.

c. 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.

d. A sealed survey showing the FIRM panel number, flood zone, flood zone line delineated, BFE, with existing and proposed grades of the lot must be submitted at the time of applying for the building permit, unless there is a FEMA approved LOMR or CLOMR for the above lots. If there is an approved LOMR or CLOMR for the above lots, the surveyor is required to include the case number on the survey.

**e. THE BUYER IS HEREBY NOTIFIED THAT HIS HOME MAY LIE WITHIN THE FLOOD ZONE AND THAT HIS MORTGAGE LENDER MAY REQUIRE HIM TO PURCHASE FLOOD INSURANCE. THE MORTGAGE LENDER MAY ALSO MAKE ITS OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE DETERMINATIONS MADE HEREIN BY THE MANATEE COUNTY FLOODPLAIN MANAGEMENT SECTION THROUGH REVIEW OF THE FEMA FIRM PANELS, THE MANATEE COUNTY GIS MAPS, AND APPROVED SITE PLANS SUBMITTED BY ZNS ENGINEERING, L.C.**

18. To avoid conflicts with buffer vegetation, lots adjacent to greenbelt buffers shall have a minimum 15 feet building setback for buildings, swimming pools, pool cages, or other

structures that would potentially conflict with buffer vegetation. All areas that are subject to a greenbelt buffer are shown on the plat of the subdivision.

19. During the construction of a dwelling on a lot in the subdivision, lot owners shall be responsible for installing a tree barricade around any tree with a trunk diameter of at least four inches (trunk diameter measured at four and one-half feet from the ground) that is within 10 feet of the lot line. Such tree barricade must be approved by Developer or the Association in accordance with the Final Site Plan.

20. Visibility triangles must be maintained in certain areas in accordance with Section 1002 of the Manatee County Land Development Code.

21. Each lot owner in the subdivision is encouraged to participate in the Florida Yards and Neighborhood Program. Additional information on such program may be obtained from the Developer.

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

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name this 27<sup>th</sup> day of December 2019.

WITNESSES:

**GAMBLE CREEK, L.C.**

By: CounTreeWide Realty, Inc., a  
Florida corporation, as its  
Authorized Member



Signature of Witness

Christa L. Folkers

Print Name of Witness



Signature of Witness

SHARLENE G. ROCK

Print Name of Witness

By: 

Larry J. D'Urso, Jr.

As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>TH</sup> day of DECEMBER 20 19 by Larry J. D'Urso, Jr., as President of CounTreeWide Realty, Inc., a Florida corporation and Authorized Member of GAMBLE CREEK, L.C., a Florida limited liability company, on behalf of the corporations and company. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sharlene G. Rock  
\_\_\_\_\_  
Notary Public

(Notary Seal)



SHARLENE G. ROCK  
\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 6/1/2020

**MAINTENANCE PROGRAM  
FOR TWIN RIVERS, PHASE V-A2 & V-A3, SUBDIVISION**

**GAMBLE CREEK, L.C.**, a Florida limited liability company (“Developer”), is the developer of **TWIN RIVERS, PHASE V-A2 & V-A3**, a subdivision as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida.

It is anticipated that the budgetary information submitted for 2020 indicates adequate funds for maintenance as well as operation of the subdivision facilities provided by Developer and designated in the proposed 2020 budget.

Subsequent years may require additional funds, which will be assessed and collected as required by the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Twin Rivers recorded in Official Records Book 1952, page 629, Public Records of Manatee County, Florida, as amended, to which each lot is subject.

A maintenance program has been established for the operation of the subdivision facilities. The following is a schedule for the inspection and maintenance of all lands, facilities and uses constituting Common Areas under the purview of Twin Rivers Association, Inc., a Florida corporation not for profit, responsible for maintenance and operation of the Common Areas:

- Bi-Weekly:     Landscape and lawn service of specific Common Areas
  
- Quarterly:     Tree and landscape services of specific Common Areas; cleaning and maintenance of all lake areas
  
- Yearly:         Repair and maintenance of signs; maintenance of trees and shrubbery; maintenance of exotic and nuisance species

Dated this 27<sup>th</sup> day of December 2019.

WITNESSES:

Christa L. Folkers

Signature of Witness

Christa L. Folkers

Print Name of Witness

Sharlene G. Rock

Signature of Witness

SHARLENE G. ROCK

Print Name of Witness

GAMBLE CREEK, L.C.

By: CounTreeWide Realty, Inc., a  
Florida corporation, as its  
Authorized Member

By: [Signature]

Larry J. D'Urso, Jr.  
As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of DECEMBER 2019 by Larry J. D'Urso, Jr., as President of CounTreeWide Realty, Inc., a Florida corporation and Authorized Member of GAMBLE CREEK, L.C., a Florida limited liability company, on behalf of the corporations and company. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sharlene G. Rock

Notary Public

(Notary Seal)

SHARLENE G. ROCK

Print Name of Notary Public



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and my commission expires on 6/1/2020

TWIN RIVERS, PHASE V-A2 & V-A3, SUBDIVISION

LIST OF HOLDINGS

The following is a list of proposed holdings of Twin Rivers Association, Inc., a Florida corporation not for profit (the "Association"), consisting of lands within TWIN RIVERS, PHASE V-A2 & V-A3, a subdivision, and improvements thereon which will be completed by Gamble Creek, L.C., a Florida limited liability company:

1. Tract A – G: Consist of open space areas.
2. Tracts DE1 – DE6: Consist of lakes, stormwater retention ponds, and open space areas. These Tracts will contain public drainage easements designated as Public Drainage Easements.

It is contemplated that the Association will, following completion of the above-described improvements, take title to the above Tracts and the improvements thereon and use and maintain the same pursuant to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Twin Rivers recorded in Official Records Book 1952, page 629, Public Records of Manatee County, Florida, as amended, and the Land Development Code of Manatee County.

Dated this 27<sup>th</sup> day of December 2017.

WITNESSES:

GAMBLE CREEK, L.C.

By: CounTreeWide Realty, Inc., a  
Florida corporation, as its  
Authorized Member

Christa L. Folkers

Signature of Witness

Christa L. Folkers

Print Name of Witness

Sharlene G. Rock

Signature of Witness

SHARLENE G. ROCK

Print Name of Witness

By: Larry J. D'Urso, Jr.

Larry J. D'Urso, Jr.  
As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>TH</sup> day of DECEMBER 2019 by Larry J. D'Urso, Jr., as President of CounTreeWide Realty, Inc., a Florida corporation and Authorized Member of **GAMBLE CREEK, L.C.**, a Florida limited liability company, on behalf of the corporations and company. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Sharlene G. Rock  
Notary Public

SHARLENE G. ROCK  
Print Name of Notary Public

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and my commission expires on 6/1/2020

**FISCAL AND BUDGETARY INFORMATION RESPECTING  
TWIN RIVERS, PHASE V-A2 & V-A3, SUBDIVISION**

GAMBLE CREEK, L.C., a Florida limited liability company ("Developer"), is the developer of TWIN RIVERS, PHASE V-A2 & V-A3, a subdivision as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida.

Attached hereto as Exhibit "A" is a proposed fiscal program covering the period of the first 10 years, beginning 2020, of the operation of the subdivision by Twin Rivers Association, Inc., and the maintenance of the subdivision amenities.

Attached hereto as Exhibit "B" is a proposed budget for 2020 for the operation of the subdivision by Twin Rivers Association, Inc., which Developer expects to be adequate to meet anticipated requirements.

The 2020 budget and the 10-year fiscal program are estimates only, and the actual assessments and expenses applicable to the subdivision may differ from the amounts shown on the attachments.

Dated this 27<sup>th</sup> day of December 2019.



Signature of Witness

Christa L. Folkers

Print Name of Witness



Signature of Witness

SHARLENE G. ROCK

Print Name of Witness

**GAMBLE CREEK, L.C.**

By: CounTreeWide Realty, Inc., a  
Florida corporation, as its  
Authorized Member

By: 

Larry J. D'Urso, Jr.  
As its President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of DECEMBER 2019 by Larry J. D'Urso, Jr., as President of CounTreeWide Realty, Inc., a Florida corporation and Authorized Member of GAMBLE CREEK, L.C., a Florida limited liability company, on behalf of the corporations and company. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sharlene G. Rock  
Notary Public

SHARLENE G. ROCK  
Print Name of Notary Public

(Notary Seal)



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and my commission expires on 6/1/2020

EXHIBIT "A"

EXHIBIT "A"  
TWIN RIVERS HOMEOWNERS ASSOCIATION PHASE V-A2 & V-A3  
10 YEAR FISCAL PROGRAM

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>BASE EXPENSES</b>										
Management Expenses	53,040.00	54,631.20	56,270.14	57,958.24	59,696.99	61,487.90	63,332.53	65,232.51	67,189.49	69,205.17
Audit & Accounting	9,000.00	9,270.00	9,548.10	9,834.54	10,129.58	10,433.47	10,746.47	11,068.86	11,400.93	11,742.96
Legal and Collection Fees	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26	6,149.37	6,333.85	6,523.87
Bank Charges	50.00	51.50	53.05	54.64	56.28	57.96	59.70	61.49	63.34	65.24
Dues/Licenses/Fees	75.00	77.25	79.57	81.95	84.41	86.95	89.55	92.24	95.01	97.86
Office Supplies	450.00	463.50	477.41	491.73	506.48	521.67	537.32	553.44	570.05	587.15
Postage & Printing	4,000.00	4,120.00	4,243.60	4,370.91	4,502.04	4,637.10	4,776.21	4,919.50	5,067.08	5,219.09
Meeting Room	300.00	309.00	318.27	327.82	337.65	347.78	358.22	369.06	380.03	391.43
Insurance Expense	4,000.00	4,120.00	4,243.60	4,370.91	4,502.04	4,637.10	4,776.21	4,919.50	5,067.08	5,219.09
Interest Expense	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77	1,304.77
Holiday Décor Storage	1,250.00	1,287.50	1,326.13	1,365.91	1,406.89	1,449.09	1,492.57	1,537.34	1,583.46	1,630.97
Miscellaneous	5,094.00	5,246.82	5,404.22	5,566.35	5,733.34	5,905.34	6,082.50	6,264.98	6,452.93	6,646.51
Nature Trail Maintenance	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55
Common Area Maintenance & Repa	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09	11,592.74	11,940.52	12,298.74	12,667.70	13,047.73
Paver Brick Maintenance	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77	2,898.19	2,985.13	3,074.68	3,166.93	3,261.93
Signage Maintenance & Repair	1,500.00	1,545.00	1,591.35	1,639.09	1,688.26	1,738.91	1,791.08	1,844.81	1,900.16	1,957.16
Mailbox Maintenance & Repair	3,500.00	3,605.00	3,713.15	3,824.54	3,939.28	4,057.46	4,179.18	4,304.56	4,433.70	4,566.71
500.00	515.00	530.45	546.36	562.75	579.64	597.03	614.94	633.39	652.39	
Street Lighting	22,000.00	22,660.00	23,339.80	24,039.99	24,761.19	25,504.03	26,269.15	27,057.23	27,868.94	28,705.01
Entrance Security	7,500.00	7,725.00	7,956.75	8,195.45	8,441.32	8,694.56	8,953.39	9,224.05	9,500.78	9,785.80
Storm Damage	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77	1,304.77
Common Area Replanting & Mulch	13,000.00	13,390.00	13,791.70	14,205.45	14,631.61	15,070.56	15,522.68	15,988.36	16,468.01	16,962.05
Inigation Common Areas	4,351.00	4,491.83	4,626.58	4,765.38	4,908.34	5,055.59	5,207.26	5,363.48	5,524.38	5,690.12
Exotic Species Maintenance	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31	3,914.32
Entrance & Island Maintenance	47,000.00	48,410.00	49,862.30	51,358.17	52,898.91	54,485.86	56,120.46	57,804.07	59,538.19	61,324.34
River House Maintenance	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77	2,898.19	2,985.13	3,074.68	3,166.93	3,261.93
Lakes & Common Areas	190,000.00	195,700.00	201,571.00	207,618.13	213,846.67	220,262.07	226,869.94	233,676.03	240,686.32	247,906.90
Inigation Maintenance	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26	6,149.37	6,333.85	6,523.87
Abandoned Home Maintenance										
Lake Banks/Maintenance	21,000.00	21,630.00	22,278.90	22,947.27	23,635.69	24,344.76	25,075.10	25,827.35	26,602.17	27,400.24
Lake Maintenance	46,000.00	47,380.00	48,801.40	50,265.44	51,773.41	53,326.61	54,926.41	56,574.20	58,271.42	60,019.57
Lake Monitoring	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77	1,304.77
Lake Replanting	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77	2,898.19	2,985.13	3,074.68	3,166.93	3,261.93
Unpaid Assessments										
<b>TOTAL BASE EXPENSES</b>	\$ 469,120	\$ 483,194	\$ 497,689	\$ 512,620	\$ 527,999	\$ 543,839	\$ 560,154	\$ 576,958	\$ 594,267	\$ 612,095
<b>DIVIDED BY 733</b>	640.00	659.20	678.98	699.35	720.33	741.94	764.19	787.12	810.73	835.05
<b>QUARTERLY DUES FOR BASE EXPENSES</b>	160.00	164.80	169.74	174.84	180.08	185.48	191.05	196.78	202.68	208.76
<b>QUARTERLY DUES FOR WATER FOR LOT IRRIGATION FOR ALL LOTS OTHER THAN PHASE V-B1 (COVE)</b>	105.00	108.15	111.39	114.74	118.18	121.72	125.38	129.14	133.01	137.00
<b>QUARTERLY DUES FOR WATER FOR LOT IRRIGATION FOR ALL LOTS IN PHASE V-B1 (COVE)</b>	63.00	64.89	66.84	68.84	70.91	73.03	75.23	77.48	79.81	82.20

The above ten year fiscal program is being provided in accordance with Manatee County Land Development Code requirements for platting. This budget does not take into account that additional phases may be added to the subdivision. Further, the assumption is that expenses will increase 3 percent per year and that there will be a total of 733 Lots, each having one Assessment Share, and that each Lot will pay the full Annual Assessment without proration.

**EXHIBIT "B"**  
**TWIN RIVERS ASSOCIATION, INC.**  
**ESTIMATED OPERATING BUDGET - 2020**

**ACCOUNT #      DESCRIPTION**

<b>INCOME</b>		
41000	Owner Assessments for Base Expenses	<b>\$469,120.00</b>
<b>BASE EXPENSES</b>		
51000	Management Expenses	\$53,040.00
51100	Audit & Accounting	\$9,000.00
51200	Legal and Collection Fees	\$5,000.00
51300	Bank Charges	\$50.00
51400	Dues/Licenses/Fees	\$75.00
51500	Office Supplies	\$450.00
51550	Postage & Printing	\$4,000.00
51600	Meeting Room	\$300.00
51700	Insurance Expense	\$4,000.00
51750	Interest Expense	\$1,000.00
51775	Holiday Décor Storage	\$1,250.00
51800	Miscellaneous	\$5,094.00
51900	Nature Trail Maintenance	\$2,000.00
52790	Common Area Maintenance & Repair	\$10,000.00
52795	Paver Brick Maintenance	\$2,500.00
52800	Signage Maintenance and Repair	\$1,500.00
52850	Mailbox Maintenance and Repair	\$3,500.00
52851	Mailbox Installation	\$500.00
53070	Street Lighting	\$22,000.00
53071	Entrance Security	\$7,500.00
54000	Storm Damage	\$1,000.00
54100	Common Area Replanting & Mulch	\$13,000.00
54200	Irrigation Common Areas	\$4,361.00
53100	Exotic Species Maintenance	\$3,000.00
<u>Lawn Maintenance</u>		
52420	Golf Course Rd. & Entrance & ROW Island	\$47,000.00
52422	River House Maintenance	\$2,500.00
52650	Lakes & Common Areas	\$190,000.00
52660	Irrigation Maintenance	\$5,000.00
52665	Abandoned Homes Maintenance	\$0.00
<u>Lake Maintenance</u>		
52668	Lake Banks/Sidewalks	\$21,000.00
52670	Lake Maintenance	\$46,000.00
52750	Lake Monitoring	\$1,000.00
52751	Lake Replanting	\$2,500.00
<b>TOTAL BASE EXPENSES WITHOUT CONTINGENCY</b>		<b>\$469,120.00</b>
53000	Contingency for Unpaid Assessments	\$0.00
<b>TOTAL BASE EXPENSES WITH CONTINGENCY</b>		<b>\$469,120.00</b>
<b>NET INCOME/LOSS</b>		<b>\$0.00</b>

See Page 2 for Schedule of Assessments, Supplemental Expenses, and Notes

**SCHEDULE OF ASSESSMENTS PER LOT**

	<u>Quarterly</u>	<u>Annually</u>
Each Lot's share of Association Assessments for Base Expenses:	\$ 160.00	\$ 640.00
In addition to Association Assessments for Base Expenses, each Lot (other than Lots in Phase V-B1 - Cove) will be subject to Association Assessments for water for Lot Irrigation upon issuance of a certificate of occupancy for a home constructed on the Lot:	<u>\$ 105.00</u>	<u>\$ 420.00</u>
<b>TOTAL ASSESSMENTS PER LOT (OTHER THAN PHASE V-B1)</b>	<b>\$ 265.00</b>	<b>\$ 1,060.00</b>
In addition to Association Assessments for Base Expenses, each Lot in Phase V-B1 - Cove will be subject to Association Assessments for water for Lot Irrigation upon issuance of a certificate of occupancy for a home constructed on the Lot:	<u>\$ 63.00</u>	<u>\$ 252.00</u>
<b>TOTAL ASSESSMENTS PER LOT IN PHASE V-B1</b>	<b>\$ 223.00</b>	<b>\$ 892.00</b>

**NOTE 1:** For purposes of this Budget, it is assumed that there will be a total of 733 Lots, each having one Assessment Share, and that each Lot will pay the full Annual Assessment without proration.

**NOTE 2:** The Annual Assessments are subject to the provisions of the Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions of Twin Rivers recorded in Official Records Book 1952, page 629, Public Records of Manatee County, Florida, as amended, including provisions concerning the Developer's Assessment obligations.

**MAINTENANCE AGREEMENT  
FOR  
RIGHT-OF-WAY IMPROVEMENTS**

**THIS AGREEMENT** is entered into by and between Twin Rivers Association, Inc., hereinafter referred to as the "Licensee" and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County".

**W I T N E S S E T H:**

**WHEREAS**, the Licensee desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of Twin Rivers Trail, such improvements to be constructed and maintained in substantial compliance with the site plan, attached hereto as Exhibit "A" and made a part hereof, and hereinafter referred to as the "Improvements"; and

**WHEREAS**, the Licensee will pay for the construction and/or maintenance of the Improvements; and

**WHEREAS**, the County agrees to allow the Improvements to remain and/or additional Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit "A" (*attach site map location*) only if the Licensee will execute and deliver this Agreement relating to the maintenance thereof and providing that the Licensee agrees to hold the County harmless therefrom; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Licensee and County hereby agree as follows:

1. It is and shall continue to be the sole obligation of the Licensee to maintain the Improvements, including any and all signs, structures, associated lighting and irrigation facilities, and other ancillary items for so long as the Licensee desires to have such Improvements remain upon the County's right-of-way. In connection therewith, the Licensee shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense.
2. The Licensee understands and agrees that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the land to be entered upon and used by the Licensee, and the Licensee will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by the Licensee of the aforesaid rights and privileges.

3. Prior to any excavation, the Licensee declares that it will comply with the One Call Notification Procedures in accordance with Florida Statute §556.104. Further, the Licensee agrees that it has confirmed with Manatee County the location of all known existing utilities, both aerial and underground. The Licensee further agrees that construction and/or maintenance of an irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

4. By signing this Agreement, Larry D'Urso confirms that he is the President of the Licensee and has the authority to bind the Licensee to the instructions and conditions stated herein.

5. The County may require, upon a minimum thirty (30) days written notice to the Licensee, that the Licensee perform maintenance, repair, relocation or removal of the Improvements. Upon receipt of such notice, the Licensee will take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Licensee fails to take the necessary corrective actions, County may cause the maintenance, repair, relocation, or removal of the landscaping in such a manner as the County, in its sole discretion, deems appropriate, and at the expense of the Licensee.

6. County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Licensee in order to protect the public from unsafe conditions that may arise in any manner on account of the exercise or attempted exercise by the Licensee of the aforesaid rights and privileges.

7. Licensee acknowledges and agrees that no approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable standards and requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto.

8. Should the Licensee fail or refuse to maintain, repair, relocate, or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Licensee, including specific performance to which the Licensee hereby agrees.

9. Any notice to be given to the Licensee hereunder shall be deemed properly given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Licensee at 13225 State Road 64 E., Bradenton, Florida, 34212, or such other address as the Licensee may hereinafter designate in writing to the County. All notices hereunder shall be by general mail, postage prepaid.

10. This Agreement and the rights and responsibilities hereunder may not be assigned or otherwise transferred without the written consent of the County. Further, this Agreement may not be amended without the written agreement of both parties.

SIGNED AND SEALED this 10 day of January, 2020.

WITNESSES:

[Signature]  
Signature

Shaara Johnson  
(Type or Print Name)

[Signature]  
Signature

Anahi Molina  
(Type or Print Name)

TWIN RIVERS ASSOCIATION, INC.

[Signature]  
Larry D'Urso, President

13225 SR 64 E.  
Bradenton, Florida, 34212

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of January, 2020, by Larry D'Urso as President of Twin Rivers Association, Inc., a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Notary Public



\_\_\_\_\_  
(Printed Name of Notary Public)

My commission expires: \_\_\_\_\_

**APPROVED AND ACCEPTED** for and on behalf of Manatee County, Florida, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

\_\_\_\_\_  
**CHAIRMAN**

ATTEST: Angelina Coloneso  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Prepared by and return to:  
Christa L. Folkers, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

**MORTGAGEE'S JOINDER IN AND RATIFICATION OF  
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON**

IBERIABANK, a Louisiana state-chartered bank and the owner and holder of that certain mortgage recorded in Official Records Book 2664, Page 7341, Public Records of Manatee County, Florida, as amended in Official Records Book 2758, Page 4907, Public Records of Manatee County, Florida, encumbering the real property located in Manatee County, Florida, constituting the subdivision plat of TWIN RIVERS, PHASE V-A2 & V-A3 (the "Plat"), and being more particularly described as follows:

All that property described in Exhibit "A" attached in *retro*.

for good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies the Plat and all dedications and reservations thereon and releases from the lien of said mortgage all *streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals, and drainage or other easements* dedicated to or reserved for the public on the Plat.

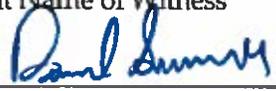
DATED this 27<sup>th</sup> day of December 2019.

Signed, sealed and delivered  
in the presence of:

IBERIABANK

  
\_\_\_\_\_  
Signature of Witness

BRITTANY MCNAIR  
\_\_\_\_\_  
Print Name of Witness

  
\_\_\_\_\_  
Signature of Witness

Daniel Swank  
\_\_\_\_\_  
Print Name of Witness

By:   
\_\_\_\_\_  
Print Name: BRAD SEVERSON  
As its: VICE PRESIDENT  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of DECEMBER 2019 by BRAVO SEVERSON as VP of IBERIABANK, on behalf of the bank. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



*Kim Watkins*  
Signature of Notary Public

KIM WATKINS  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 11/16/2022

Approved and accepted for and on behalf of the County of Manatee, Florida, this \_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

\_\_\_\_\_  
CHAIRMAN

ATTEST: Angelina Colonnese  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

TWIN RIVERS, PHASE V-A2 & V-A3

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 10 AND 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT C OF TWIN RIVERS, PHASE V-A1, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 41 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES: (1) N 90°00'00" E, A DISTANCE OF 139.66 FEET; (2) N 00°00'00" E, A DISTANCE OF 2.59 FEET; (3) S 89°41'17" E, A DISTANCE OF 84.00 FEET; (4) N 45°09'22" E, A DISTANCE OF 70.52 FEET; (5) S 89°41'17" E, A DISTANCE OF 151.04 FEET (6) S 00°18'43" W, A DISTANCE OF 190.00 FEET; (7) S 02°45'32" W, A DISTANCE OF 62.33 FEET; (8) S 00°00'00" E, A DISTANCE OF 118.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET; (9) SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 100°41'37", A DISTANCE OF 184.53 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; (10) SOUTHEASTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 173°47'13", A DISTANCE OF 758.29 FEET TO END OF SAID CURVE; (11) S 16°54'24" E, A DISTANCE OF 165.63 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 16°54'24" E, AT A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80°33'47", A DISTANCE OF 351.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°04'49", A DISTANCE OF 43.77 FEET TO THE POINT OF TANGENCY; THENCE S 17°36'38" W, A DISTANCE OF 64.64 FEET; THENCE N 72°23'22" W, A DISTANCE OF 222.87 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°05'01", A DISTANCE OF 172.47 FEET TO THE POINT OF TANGENCY; THENCE N 40°18'22" W, A DISTANCE OF 148.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 192.00 FEET; THENCE N 40°18'22" W, A DISTANCE OF 82.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 50.00 FEET; THENCE S 40°18'22" E, A DISTANCE OF 82.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 192.00 FEET; THENCE S 40°18'22" E, A DISTANCE OF 148.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 742.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°47'36", A DISTANCE OF 62.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING

A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°09'49", A DISTANCE OF 57.88 FEET TO THE POINT OF TANGENCY; THENCE S 11°56'09" E, A DISTANCE OF 32.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°25'01", A DISTANCE OF 58.32 FEET TO THE POINT OF TANGENCY; THENCE S 21°28'52" W, A DISTANCE OF 103.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°04'49", A DISTANCE OF 43.77 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHWESTERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 147°53'26", A DISTANCE OF 645.29 FEET TO THE END OF SAID CURVE; THENCE S 18°35'42" E, A DISTANCE OF 157.65 FEET; THENCE S 52°55'30" W, A DISTANCE OF 42.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET; THENCE SOUTHWESTERLY ALONG THE OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°18'15", A DISTANCE OF 205.91 FEET TO THE POINT OF TANGENCY; THENCE N 88°46'16" W, A DISTANCE OF 177.84 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 88°08'49" W, AT A DISTANCE OF 1044.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'56", A DISTANCE OF 56.16 FEET TO THE POINT OF TANGENCY; THENCE S 01°13'44" W, A DISTANCE OF 55.34 FEET; THENCE N 88°46'16" W, A DISTANCE OF 107.44 FEET; THENCE S 01°13'44" W, A DISTANCE OF 177.53 FEET; THENCE S 88°46'16" E, A DISTANCE OF 52.44 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; THENCE S 01°13'44" W, A DISTANCE OF 45.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; THENCE S 88°46'16" E, A DISTANCE OF 131.33 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 742.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°18'15", A DISTANCE OF 496.05 FEET TO THE POINT OF TANGENCY; THENCE N 52°55'30" E, A DISTANCE OF 92.00 FEET; THENCE S 31°06'08" E, A DISTANCE OF 221.97 FEET; THENCE S 45°12'00" W, A DISTANCE OF 120.37 FEET; THENCE S 75°29'32" W, A DISTANCE OF 184.26 FEET; THENCE N 84°57'46" W, A DISTANCE OF 162.83 FEET; THENCE S 43°14'47" W, A DISTANCE OF 118.78 FEET; THENCE S 82°44'17" W, A DISTANCE OF 190.95 FEET; THENCE N 71°35'04" W, A DISTANCE OF 217.17 FEET; THENCE N 60°38'01" W, A DISTANCE OF 49.54 FEET; THENCE S 90°00'00" W, A DISTANCE OF 92.11 FEET; THENCE N 62°42'21" W, A DISTANCE OF 147.72 FEET; THENCE S 54°51'21" W, A DISTANCE OF 92.10 FEET TO A POINT OF CURVATURE OF A CURVE TO

THE RIGHT HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 83°59'30", A DISTANCE OF 117.27 FEET TO THE POINT OF TANGENCY; THENCE N 41°09'08" W, A DISTANCE OF 261.18 FEET; THENCE N 70°32'43" W, A DISTANCE OF 132.59 FEET; THENCE N 00°00'00" E, A DISTANCE OF 160.93 FEET; THENCE N 75°36'51" E, A DISTANCE OF 70.48 FEET; THENCE S 68°57'19" E, A DISTANCE OF 76.89 FEET; THENCE N 65°02'44" E, A DISTANCE OF 61.28 FEET; THENCE N 87°10'10" E, A DISTANCE OF 114.12 FEET; THENCE N 48°30'03" E, A DISTANCE OF 79.01 FEET; THENCE N 04°43'27" E, A DISTANCE OF 68.67 FEET; THENCE N 07°45'42" W, A DISTANCE OF 39.13 FEET; THENCE N 11°31'00" W, A DISTANCE OF 36.74 FEET; THENCE N 48°48'02" W, A DISTANCE OF 69.49 FEET; THENCE N 68°22'24" W, A DISTANCE OF 54.14 FEET; THENCE N 52°17'13" W, A DISTANCE OF 168.35 FEET; THENCE N 11°25'17" W, A DISTANCE OF 192.83 FEET; THENCE N 32°54'15" W, A DISTANCE OF 78.00 FEET; THENCE N 22°43'42" E, A DISTANCE OF 69.32 FEET; THENCE N 77°26'57" E, A DISTANCE OF 110.45 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 77°26'57" E, AT A DISTANCE OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°52'04", A DISTANCE OF 20.59 FEET TO THE END OF SAID CURVE; THENCE S 87°40'59" E, A DISTANCE OF 20.95 FEET; THENCE N 07°57'00" E, A DISTANCE OF 152.94 FEET; THENCE N 76°24'59" W, A DISTANCE OF 20.95 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 76°24'59" E, AT A DISTANCE OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°32'18", A DISTANCE OF 77.33 FEET; THENCE N 82°02'59" W, A DISTANCE OF 61.10 FEET; THENCE N 71°40'00" W, A DISTANCE OF 77.67 FEET; THENCE N 17°18'56" E, A DISTANCE OF 135.41 FEET; THENCE N 12°00'47" W, A DISTANCE OF 95.06 FEET; THENCE N 18°37'36" E, A DISTANCE OF 137.13 FEET; THENCE N 52°10'20" E, A DISTANCE OF 86.33 FEET; THENCE N 20°27'27" E, A DISTANCE OF 95.45 FEET; THENCE N 71°31'27" E, A DISTANCE OF 146.25 FEET; THENCE S 66°19'02" E, A DISTANCE OF 48.29 FEET; THENCE S 40°18'22" E, A DISTANCE OF 73.14 FEET; THENCE S 88°57'10" E, A DISTANCE OF 115.68 FEET; THENCE N 49°41'38" E, A DISTANCE OF 110.48 FEET; THENCE N 08°41'02" E, A DISTANCE OF 137.56 FEET; THENCE N 15°43'06" W, A DISTANCE OF 194.94 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 38°31'47" E, AT A DISTANCE OF 190.00 FEET; THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 205°06'46", A DISTANCE OF 680.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°31'52", A DISTANCE OF 37.99 FEET TO THE POINT OF TANGENCY; THENCE N 33°03'07" W, A DISTANCE OF 80.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100°44'48", A DISTANCE OF 87.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A

RADIUS OF 335.98 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $22^{\circ}37'02''$ , A DISTANCE OF 132.63 FEET TO THE POINT OF TANGENCY; THENCE  $S 89^{\circ}41'17'' E$ , A DISTANCE OF 207.09 FEET; THENCE  $N 00^{\circ}00'00'' E$ , A DISTANCE OF 90.47 FEET; THENCE  $N 90^{\circ}00'00'' E$ , A DISTANCE OF 40.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 68.36 ACRES, MORE OR LESS.

5067107.v1

Prepared by and return to:  
Christa L. Folkers, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

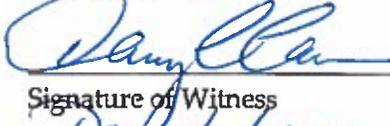
### CONSENT OF MORTGAGEE

IBERIABANK, a Louisiana state-chartered bank ("Mortgagee"), is the owner and holder of a mortgage lien upon the property comprising Twin Rivers, Phase V-A2 & V-A3, a subdivision in Manatee County, Florida, as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida (the "Subdivision"), which property is more particularly described in Exhibit "A" attached hereto, pursuant to a mortgage recorded in Official Records Book 2664, Page 7341, Public Records of Manatee County, Florida, as amended in Official Records Book 2758, Page 4907, Public Records of Manatee County, Florida (collectively, the "Mortgage"). That portion of the Subdivision encumbered by the Mortgage is referred to herein as the "Mortgaged Property."

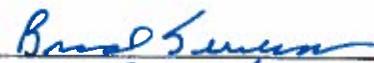
Mortgagee hereby consents to the subjecting of the Mortgaged Property to the terms and provisions of the Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions for of Twin Rivers recorded in Official Records Book 1952, Page 629, Public Records of Manatee County, Florida, as amended by instruments recorded in Official Records Book 2078, page 2753, Official Records Book 2182, page 2112, Official Records Book 2309, page 5585, Official Records Book 2325, page 5680, Official Records Book 2350, page 7606, Official Records Book 2393, page 858, Official Records Book 2404, page 2975, Official Records Book 2419, Page 6753, Official Records Book 2423, Page 6070, Official Records Book 2448, Page 1659, and Official Records Book 2626, Page 3211, Official Records Book 2724, Page 7661, Official Records Book 2742, Page 7651, and Official Records Book 2756, Page 121, Public Records of Manatee County, Florida, and amended further by an instrument that will be recorded in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, Mortgagee has caused this Consent to be executed in its name this 11<sup>th</sup> day of DECEMBER 2019.

  
\_\_\_\_\_  
Signature of Witness  
BRITANY MCNAIR  
\_\_\_\_\_  
Print Name of Witness

  
\_\_\_\_\_  
Signature of Witness  
Daryl L. Lamm  
\_\_\_\_\_  
Print Name of Witness

IBERIABANK

By:   
\_\_\_\_\_  
Print Name: BRAD SEVERSON  
\_\_\_\_\_  
As its: VICE PRESIDENT  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of DEC 2019 by BRAD SEVERSON, as VP of IBERIABANK, a Louisiana state-chartered bank, on behalf of the bank. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



[Signature]  
Signature of Notary Public

KIM WATKINS  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 11/16/2022

EXHIBIT "A"

TWIN RIVERS, PHASE V-A2 & V-A3

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 10 AND 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT C OF TWIN RIVERS, PHASE V-A1, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 41 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES: (1) N 90°00'00" E, A DISTANCE OF 139.66 FEET; (2) N 00°00'00" E, A DISTANCE OF 2.59 FEET; (3) S 89°41'17" E, A DISTANCE OF 84.00 FEET; (4) N 45°09'22" E, A DISTANCE OF 70.52 FEET; (5) S 89°41'17" E, A DISTANCE OF 151.04 FEET; (6) S 00°18'43" W, A DISTANCE OF 190.00 FEET; (7) S 02°45'32" W, A DISTANCE OF 52.33 FEET; (8) S 00°00'00" E, A DISTANCE OF 118.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET; (9) SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 100°41'37", A DISTANCE OF 184.53 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; (10) SOUTHEASTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 173°47'13", A DISTANCE OF 758.29 FEET TO END OF SAID CURVE; (11) S 16°54'24" E, A DISTANCE OF 165.63 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 16°54'24" E, AT A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 80°33'47", A DISTANCE OF 351.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°04'49", A DISTANCE OF 43.77 FEET TO THE POINT OF TANGENCY; THENCE S 17°36'38" W, A DISTANCE OF 64.64 FEET; THENCE N 72°23'22" W, A DISTANCE OF 222.87 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°05'01", A DISTANCE OF 172.47 FEET TO THE POINT OF TANGENCY; THENCE N 40°18'22" W, A DISTANCE OF 148.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 192.00 FEET; THENCE N 40°18'22" W, A DISTANCE OF 82.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 50.00 FEET; THENCE S 40°18'22" E, A DISTANCE OF 82.05 FEET; THENCE S 49°41'38" W, A DISTANCE OF 192.00 FEET; THENCE S 40°18'22" E, A DISTANCE OF 148.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 742.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°47'36", A DISTANCE OF

62.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°09'49", A DISTANCE OF 57.88 FEET TO THE POINT OF TANGENCY; THENCE S 11°56'09" E, A DISTANCE OF 32.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°25'01", A DISTANCE OF 58.32 FEET TO THE POINT OF TANGENCY; THENCE S 21°28'52" W, A DISTANCE OF 103.02 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°04'49", A DISTANCE OF 43.77 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHWESTERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 147°53'26", A DISTANCE OF 645.29 FEET TO THE END OF SAID CURVE; THENCE S 18°35'42" E, A DISTANCE OF 157.65 FEET; THENCE S 52°55'30" W, A DISTANCE OF 42.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 308.00 FEET; THENCE SOUTHWESTERLY ALONG THE OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°18'15", A DISTANCE OF 295.91 FEET TO THE POINT OF TANGENCY; THENCE N 88°46'16" W, A DISTANCE OF 177.84 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 88°08'49" W, AT A DISTANCE OF 1044.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°04'56", A DISTANCE OF 56.16 FEET TO THE POINT OF TANGENCY; THENCE S 01°13'44" W, A DISTANCE OF 55.34 FEET; THENCE N 88°46'16" W, A DISTANCE OF 107.44 FEET; THENCE S 01°13'44" W, A DISTANCE OF 177.53 FEET; THENCE S 88°46'16" E, A DISTANCE OF 52.44 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; THENCE S 01°13'44" W, A DISTANCE OF 45.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; THENCE S 88°46'16" E, A DISTANCE OF 131.33 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 742.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°18'15", A DISTANCE OF 496.05 FEET TO THE POINT OF TANGENCY; THENCE N 52°55'30" E, A DISTANCE OF 92.00 FEET; THENCE S 31°06'08" E, A DISTANCE OF 221.97 FEET; THENCE S 45°12'00" W, A DISTANCE OF 120.37 FEET; THENCE S 75°29'32" W, A DISTANCE OF 184.26 FEET; THENCE N 84°57'46" W, A DISTANCE OF 162.83 FEET; THENCE S 43°14'47" W, A DISTANCE OF 118.78 FEET; THENCE S 82°44'17" W, A DISTANCE OF 190.95 FEET; THENCE N 71°35'04" W, A DISTANCE OF 217.17 FEET; THENCE N 60°38'01" W, A DISTANCE OF 49.54 FEET; THENCE S 90°00'00" W, A DISTANCE OF 92.11 FEET; THENCE N 62°42'21" W, A DISTANCE OF 147.72 FEET; THENCE

S 54°51'21" W, A DISTANCE OF 92.10 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 83°59'30", A DISTANCE OF 117.27 FEET TO THE POINT OF TANGENCY; THENCE N 41°09'08" W, A DISTANCE OF 261.18 FEET; THENCE N 70°32'43" W, A DISTANCE OF 132.59 FEET; THENCE N 00°00'00" E, A DISTANCE OF 160.93 FEET; THENCE N 75°36'51" E, A DISTANCE OF 70.48 FEET; THENCE S 68°57'19" E, A DISTANCE OF 76.89 FEET; THENCE N 65°02'44" E, A DISTANCE OF 61.28 FEET; THENCE N 87°10'10" E, A DISTANCE OF 114.12 FEET; THENCE N 48°30'03" E, A DISTANCE OF 79.01 FEET; THENCE N 04°43'27" E, A DISTANCE OF 68.67 FEET; THENCE N 07°45'42" W, A DISTANCE OF 39.13 FEET; THENCE N 11°31'00" W, A DISTANCE OF 36.74 FEET; THENCE N 48°48'02" W, A DISTANCE OF 69.49 FEET; THENCE N 68°22'24" W, A DISTANCE OF 54.14 FEET; THENCE N 52°17'13" W, A DISTANCE OF 168.35 FEET; THENCE N 11°25'17" W, A DISTANCE OF 192.83 FEET; THENCE N 32°54'15" W, A DISTANCE OF 78.00 FEET; THENCE N 22°43'42" E, A DISTANCE OF 69.32 FEET; THENCE N 77°26'57" E, A DISTANCE OF 110.45 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 77°26'57" E, AT A DISTANCE OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°52'04", A DISTANCE OF 207.59 FEET TO THE END OF SAID CURVE; THENCE S 87°40'59" E, A DISTANCE OF 20.95 FEET; THENCE N 07°57'00" E, A DISTANCE OF 152.94 FEET; THENCE N 76°24'59" W, A DISTANCE OF 20.95 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 76°24'59" E, AT A DISTANCE OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°32'18", A DISTANCE OF 77.33 FEET; THENCE N 82°02'59" W, A DISTANCE OF 61.10 FEET; THENCE N 71°40'00" W, A DISTANCE OF 77.67 FEET; THENCE N 17°18'56" E, A DISTANCE OF 135.41 FEET; THENCE N 12°00'47" W, A DISTANCE OF 95.06 FEET; THENCE N 18°37'36" E, A DISTANCE OF 137.13 FEET; THENCE N 52°10'20" E, A DISTANCE OF 86.33 FEET; THENCE N 20°27'27" E, A DISTANCE OF 95.45 FEET; THENCE N 71°31'27" E, A DISTANCE OF 146.25 FEET; THENCE S 66°19'02" E, A DISTANCE OF 48.29 FEET; THENCE S 40°18'22" E, A DISTANCE OF 73.14 FEET; THENCE S 88°57'10" E, A DISTANCE OF 115.68 FEET; THENCE N 49°41'38" E, A DISTANCE OF 110.48 FEET; THENCE N 08°41'02" E, A DISTANCE OF 137.56 FEET; THENCE N 15°43'06" W, A DISTANCE OF 194.94 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 38°31'47" E, AT A DISTANCE OF 190.00 FEET; THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 205°06'46", A DISTANCE OF 680.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°31'52", A DISTANCE OF 37.99 FEET TO THE POINT OF TANGENCY; THENCE N 33°03'07" W, A DISTANCE OF 80.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100°44'48", A DISTANCE OF 87.92

FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 335.98 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $22^{\circ}37'02''$ , A DISTANCE OF 132.63 FEET TO THE POINT OF TANGENCY; THENCE  $S 89^{\circ}41'17'' E$ , A DISTANCE OF 207.09 FEET; THENCE  $N 00^{\circ}00'00'' E$ , A DISTANCE OF 90.47 FEET; THENCE  $N 90^{\circ}00'00'' E$ , A DISTANCE OF 40.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 68.36 ACRES, MORE OR LESS.