

**ADOPTED AMENDMENTS TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
RIVERGLEN**

1. Adopted amendment to ARTICLE IV, Section 1, of the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen (the "Declaration"), as follows:

**ARTICLE IV
ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore . . . is deemed to covenant and agrees to pay to the Association The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments," together with interest, late fees, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, late fees, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. . . .

2. Adopted amendment to Article IV, Section 6 of the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen (the "Declaration") to read as follows:

**ARTICLE IV
ASSESSMENTS**

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this declaration, or by contract, express or implied, or because of any act or omission of any owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's lot after such Owner fails to pay such indebtedness with thirty (30) days after written demand. If an Owner fails to correct a violation of the Documents, and the notice requirements have been met, the Association will be entitled to recover from that Owner any pre-litigation or non-litigation attorneys' fees incurred by the Association for preparation and sending of any correspondence, including demand letters or notifications of impending litigation. The costs shall be levied as a special assessment against that Owner's home, and shall be due and owing, whether or not the violation is subsequently corrected, mediated, or settled. The assessment may be collected in the same manner as all other

assessments under this Declaration, and will be secured by the Association's lien.

3. Adopted amendment to ARTICLE IV, Section 13, of the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen (the "Declaration"), to read as follows:

**ARTICLE IV
ASSESSMENTS**

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest, late fees, and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. . . .

4. Adopted amendment to ARTICLE IV, Section 14, of the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen (the "Declaration"), to read as follows:

**ARTICLE IV
ASSESSMENTS**

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, for each delinquent installment that the payment is late. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. . . .

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKE THROUGHS