

Prepared by and return to:
Anne M. Hathorn, Esq.
2401 West Bay Drive, Suite 414
Largo, FL 33770

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF UNIT 1 AT RIVERGLEN, UNIT 2 AT RIVERGLEN, UNIT 3 AT
RIVERGLEN; AND SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RIVERGLEN FOR RIVERGLEN
UNIT 4 PHASE 1**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants,
Conditions, Restrictions and Easements of Unit 1 at Riverglen, Unit 2 at Riverglen, Unit 3 at Riverglen as
recorded in Official Records Book 5427 at Page 349; Official Records Book 5626 at Page 1958; Official
Records Book 7354 at Page 271 and, amendment to the supplemental Declaration to the Master
Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen for Riverglen Unit 4 Phase 1
as recorded in Official Records Book 8314 Page 1441 of the Public Records of Hillsborough County, Florida,
were duly adopted in the manner provided in the Condominium Documents at a meeting held on
Nov. 3, 2006.

IN WITNESS WHEREOF, we have affixed our hands this 28th day of February, 2007, at
9998 Donneyman Dr. Hillsborough County, Florida.

WITNESSES

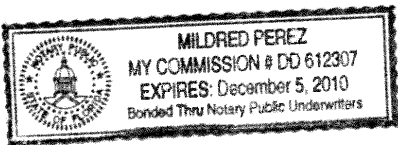
Sign Cloyd Riab
Print Cloyd Riab
Sign Ali Houshmand
Print Ali Houshmand

RIVERGLEN OF BRANDON HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature]
Richard Huber, President

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 28 day of February, 2007, by
Richard Huber, as President of Riverglen of Brandon Homeowners' Association, Inc., a Florida not-for-profit
corporation, on behalf of the corporation. He is personally known to me or has produced _____
as identification.



NOTARY PUBLIC:

SIGN [Signature]
PRINT Mildred Perez
State of Florida at Large

My Commission Expires: 12/5/10

**ADOPTED AMENDMENTS TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF UNIT 1 AT RIVERGLEN, UNIT 2 AT RIVERGLEN, UNIT 3 AT RIVERGLEN
AND SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
RIVERGLEN FOR RIVERGLEN UNIT 4 PHASE 1**

1. Adopted amendment to ARTICLE VI, Section 21, of the Declaration of Covenants, Conditions, Restrictions and Easements of Unit 1 at Riverglen, Unit 2 at Riverglen, Unit 3 at Riverglen (the "Declaration"), to read as follows:

**ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS**

Section 21. Trailers, Trucks, School Buses, Boats, Boat Trailers. ~~No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any lot, except within enclosed garages or completely screened from view. The following shall not be kept, stored or parked overnight either on any street or on any lot, except within enclosed garages or completely screened from view. Trailers of any kind (including but not limited to house trailers, horse trailers, utility trailers, storage trailers, boat trailers); mobile homes or recreational vehicles; school buses; trucks or commercial vehicles over one (1) ton capacity; boats or other watercraft. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applies to prevent the temporary nonrecurrent parking of any vehicle, boat, or trailer for a period not to exceed forty-eight (48) hours upon any Lot. There shall be no major or extended repair or overhaul performed on any vehicles on the Lots. All vehicles and trailers shall have current license plates. If any vehicles, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the owner thereof.~~

2. Adopted amendment to ARTICLE I, Section 21, of the Supplemental Declaration to the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen for Riverglen Unit 4 Phase 1 (the "Declaration"), to read as follows:

**ARTICLE I
GENERAL COVENANTS AND RESTRICTIONS**

Section 21. Trailers, Trucks, School Buses, Boats, Boat Trailers. ~~No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked~~

~~overnight either on any street or on any lot, except within enclosed garages or completely screened from view.~~ The following shall not be kept, stored or parked overnight either on any street or on any lot, except within enclosed garages or completely screened from view. Trailers of any kind (including but not limited to house trailers, horse trailers, utility trailers, storage trailers, boat trailers); mobile homes or recreational vehicles; school buses; trucks or commercial vehicles over one (1) ton capacity; boats or other watercraft. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applies to prevent the temporary nonrecurrent parking of any vehicle, boat, or trailer for a period not to exceed forty-eight (48) hours upon any Lot. There shall be no major or extended repair or overhaul performed on any vehicles on the Lots. All vehicles and trailers shall have current license plates. If any vehicles, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the owner thereof.

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

This Document Prepared By:
 Molloy, James
 325 South Boulevard
 Tampa, Florida 33606-2150

RICHARD AKE
 CLERK OF CIRCUIT COURT
 HILLSBOROUGH COUNTY

**SUPPLEMENTAL DECLARATION TO THE MASTER
 DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 OF RIVERGLEN FOR
 RIVERGLEN UNIT 4 PHASE 1**

This Supplemental Declaration is made this 09 day of October, 1996 by Riverglen, Ltd., a Florida limited partnership, hereinafter called "Declarant".

Whereas, Declarant is the owner of certain real property described as Riverglen Unit 4 Phase 1, as shown on the plat thereof filed at Plat Book 78, Page 56-1, of the public records of Hillsborough County, Florida (the Property); and

Whereas, Declarant has previously recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen, recorded June 10, 1988, at O.R. 5427, Page 307 of the public records of Hillsborough County, Florida, (the "Declaration"); and

Whereas, the Property is subject to the Declaration and within the property described in Exhibit "A" to the Declaration, and within the jurisdiction of the Association as defined in the Declaration; and

Whereas, the Declarant intends to make the Property subject to the additional restrictions hereinafter set out;

WHEREAS, Declarant intends to develop The Property into a residential community to consist of single family homes; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon The Property to protect its value and desirability;

NOW, THEREFORE, the Declarant hereby declares that the Property described shall be held, sold and conveyed subject to the following additional restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. All terms used herein shall have the same meaning as provided in the Declaration.

ARTICLE I.
GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any Builder of homes in Riverglen Unit 4 Phase 1 from using any Lot owned by Declarant or such Builder of homes for the purpose of carrying on business related to the development, improvement, and sale of Lots; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

Section 2. Setbacks and Building Lines.

(a) Dwellings: Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Plat or required by Law. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plat or required by Law, unless the law allows for variance.

(b) Walls and Fences: No fence or wall shall be erected, placed, or altered on any Lot nearer to the street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not rise above the finished elevation of the earth embankment retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to the Declaration.

(c) Subdivision of Lots: One or more Lots or Parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and so long as each Lot shall have an area at least as large as the smallest lot set forth on the Plat. In such event, the building and setback line requirements provided herein shall apply to such Lots as are subdivided or combined.

(d) Terraces, Eaves, and Detached Garages: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached Structures must not encroach

upon any side or rear setback line or upon the Lot of an adjacent Owner or upon any easement as set forth herein.

Section 3. Building Requirements. The living areas of the main structure, exclusive of open porches, garages, carports, patios, gazebos, and breezeways, shall be not less than 1450 square feet for a one-story dwelling, nor less than 1650 square feet for dwellings of two stories or more, including split-level dwellings; provided, however the first floor of any two story or greater dwelling, including split level dwellings, must contain at least 850 square feet of floor area.

Section 4. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering, and all other particulars of receptacles for the receipt of mail, newspapers, or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 6. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 7. Building Materials. No building materials or equipment used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement to which same is to be used.

Section 8. Completion of Construction. The Association shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence or Structure not completed within one (1) year from the date of commencement of construction. The construction of any dwelling, or repair, or replacement of any dwelling damaged by fire or otherwise, or other Structure must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or Structure in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the

Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

Section 9. Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of four (4) dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 9, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure fences when out of doors. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from Riverglen Unit 4 Phase 1 if the pet has attacked or bitten a person or other person's pet.

Section 10. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Riverglen Unit 4 Phase 1.

Section 11. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a professional sign one square foot in size and a sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 12. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant as part of the Work and any signs located thereon, together with the buffer walls, will constitute an improvement to each Lot upon or along which it is situated and the property of the Owner of such Lot, who shall be responsible for all costs of maintaining, repairing, and replacing both the exterior and interior portion situated on or along such Lot. Any such wall shall be considered part of the

perimeter screening regardless of whether it is located in a public right-of-way or on a Lot. To assure visual uniformity on the side of all such walls, fencing, or other screening facing the exterior perimeter of the Property or any street or road located therein, the Architectural Control Committee may establish when, how, and with what materials any required maintenance, repair, and replacement will be performed. If any Owner then fails to perform any such maintenance, repair, or replacement in the manner reasonable directed by the Architectural Control Committee with respect to such Owner's Lot, the Association may perform it at such Owner's expense and assess its cost to such Owner's Lot as provided in Article IV herein and the Owner hereby grants the Association an easement to enter upon its Lot to perform such work.

Section 13. Sidewalks. The Owner of each Lot shall be responsible, at the Owner's sole cost and expense, for the installation of sidewalks on his Lot in accordance with the requirements of Hillsborough County ordinances. Installation of said sidewalks shall be completed concurrently with the completion of the residence, but in all events within three (3) years from the date of closing of sale of the Lot to Owner. If, upon dedication of the road and road right-of-way to the County, the County fails to maintain the sidewalks, each Owner, at his sole cost and expense shall maintain the sidewalk on his Lot. To assure visual uniformity of sidewalks the Architectural Control Committee shall establish how and with what materials any installation, maintenance, or repair shall be performed. If any Owner fails to comply with the requirements of this Section after reasonable notice, the Association or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter any Lot for the purpose of maintaining the sidewalks and enforcing, without any limitation, all of the restrictions as set forth as part of this Supplemental Declaration. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

The Declarant reserves as part of the Common Area an easement for access over and on the sidewalks with said easement also being for the purpose of enforcing, without limitation, the reservations and restrictions set forth herein which shall include the repair and maintenance of the sidewalks.

Each owner shall have a cross easement appurtenant for use of the sidewalks, subject to the limitations and restrictions stated herein.

Section 14. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. All fuel tanks, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets.

All residential utility service, including but not limited to lines, pipes and wiring, to residences shall be underground.

Section 15. Use and Protection of Lakes.

(a) The Private and Lake Areas of each Lake Lot shall be for the exclusive use and benefit of the Lake Lot Owner thereof subject, however, to the limitations, restrictions, and reservations stated herein:

The Declarant reserves as a part of the Common Area, an easement for access, ingress and egress over and on each Lake Lot with said easement also being for the purpose of enforcing without limitation the rights, reservations, and restrictions set forth herein.

The Association, or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any Private Area and Lake Area for the purpose: (i) of maintaining the Lake Area; (ii) or removing any improvement constructed or maintained upon such Private Area or Lake Area in violation of the provisions hereof; (iii) of restoring such Private Area as authorized; and (iv) of otherwise enforcing, without any limitation, all of the restrictions as set forth as a part of this Supplemental Declaration.

The responsibility for repair and general maintenance of the lake Areas is that of the Association. The Association has the power to 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, culverts and related appurtenances.

No Owner shall construct or maintain any improvement upon a Private Area which would, in the judgment of the Association, detrimentally affect the normal water level of the Lake Area. No docks, fences, or structures may be constructed on any Private Area or Lake Area unless prior written approval of the Architectural Control Committee is given. No Owner may fill a Lake, draw water from a Lake nor place solid material or liquids in a Lake. No Owner shall remove native vegetation (including without limitation cattails) that become established within any Lake or Lake Area. Prohibited removal shall include, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department.

(b) Each Lake Lot Owner shall have a cross easement

appurtenant for use of the Lake which his Private Area borders subject to the limitations and restrictions stated herein.

The use of the Lake Area and Lake shall be subject to the Homeowners' Association Rules. There shall be no use of the Lake Area and Lake except natural recreational uses which do not injure or scar the Lake Area or Lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Private Areas, or in their enjoyment of the Lake Area.

(c) Neither the Declarant nor the Association shall be responsible for control over the level of water in any Lake. Nor shall Declarant or the Association be liable for damages in any way for an increase or decrease to the water level of any Lake Area or Lake. Each Owner agrees that he will not bring any action or suit against Declarant or Association to recover for any damage caused by an increase or reduction in the water level of any Lake Area or Lake.

Section 16. Boats. Boats over twelve (12) feet in length and all mechanical power for boats or flotation devices are prohibited on all Lakes, except electric motors under one horsepower.

Section 17. Swimming Pools. Swimming pools must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Control Committee. Swimming pools must conform to the setback and building requirements as shown on the Plat and as required by applicable law.

Section 18. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including: all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Control Committee any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee, then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Board shall have, in addition to all other rights set forth in the Declaration, at law or inequity, a Right of Abatement as provided in Article VIII, Section 1 of the Declaration.

Section 19. Antennae and Clotheslines. No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the above, a satellite dish antenna eighteen inches (18") in diameter or smaller may be installed on the rear side of the dwelling or in the rear yard with landscape screening and with approval of the Architectural Control Committee. No clothesline shall be installed in the yard of any Lot, except in the rear yard and behind the dwelling structure.

Section 20. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 21. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applies to prevent the temporary nonrecurrent parking of any vehicle, boat, or trailer for a period not to exceed forty-eight (48) hours upon any Lot. There shall be no major or extended repair or overhaul performed on any vehicle on the Lots. All vehicles and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the owner thereof.

Section 22. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. All garbage and trash cans and containers shall be kept in the garage or in the rear yard, screened to conceal them from view of neighboring Lots and streets, except on the days of collection. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee or the Board.

Section 23. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 24. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 25. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 26. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 27. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality. No vehicular access to any Lot having double frontage along a designated collector road and another roadway segment shall be permitted from the public right-of-way of the designated collector road.

Section 28. Garages. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. All garages must be substantial and conform architecturally to the dwelling to which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles, hobbies, and storing Owner's household goods.

Section 29. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be erected, maintained, or permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

ARTICLE II

EASEMENTS

Lots subjected to this Supplemental Declaration shall be subject to:

- (a) Those easements, if any, shown as set forth on the Plat thereof; and
- (b) All easements provided for in this Supplemental Declaration and in the Declaration.

The appearance of any easement area on a Lot and all improvements in or on it shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

ARTICLE III.
GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Supplemental Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this Supplemental Declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

Section 2. Severability. If any term or provision of this

Supplemental Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Supplemental Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Supplemental Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Supplemental Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Supplemental Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Supplemental Declaration in whole or in part. This Supplemental Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

Section 4. Amendment; Additional Phases. This Supplemental Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as Riverglen, Ltd. (even after an assignment of Declarant status to another) or the Declarant shall own any Lot, no amendment shall diminish, discontinue, or in any way adversely affect the rights of Riverglen, Ltd. (even after an assignment of Declarant status to another) or the Declarant under this Supplemental Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Supplemental Declaration, from time to time, for a period of two (2) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Riverglen Unit 4 Phase 1. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment.

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 approval of the Southwest Florida Water Management District.

Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Supplemental Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Supplemental Declaration may be amended as provided in this Section.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior approval of the FHA/VA: annexation of additional land, dedication of Common Area, and amendment or termination of the Declaration or this Supplemental Declaration.

Section 6. Amplification. The provisions of this Supplemental Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Supplemental Declaration. Declarant intends that the provisions of this Supplemental Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Supplemental Declaration control anything in the Articles or By-Laws to the contrary.

Section 7. Permission. When any act by any party affected by this Supplemental Declaration, which by the terms of this Supplemental Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 8. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Supplemental Declaration.

Section 9. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 10. Captions. The captions in this Supplemental Declaration are for convenience only and shall not be deemed to be part of this Supplemental Declaration or construed as in any manner limiting the terms and provisions of this Supplemental Declaration to which they relate.

Section 11. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Supplemental Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such

Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Supplemental Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

RIVERGLEN, LTD.,
a Florida limited partnership, by

Shimberg Cross Company,
a Florida corporation,
General Partner, by




Galen Custard,
its Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of October, 1996, by Galen Custard as Vice President of Shimberg Cross Company, a Florida corporation, as general partner of Riverglen, Ltd., a Florida limited partnership, and he acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated. He is personally known to me and did (did not) take an oath.

Given under my hand and official seal this 9th day of October, 1996.

My Commission Number:


NOTARY PUBLIC,
State of Florida at large

My Commission Expires:

Noreen S. Folsom
Please Print Name

