

**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

Prepared By and Return To:
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RICHARD AXE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

OFF: 7954PG 640
REC: 7954PG 640

**CERTIFICATE OF AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF RIVERLEN, AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF UNIT 1 AT RIVERGLEN, UNIT 2 AT
RIVERGLEN AND UNIT 3 AT RIVERGLEN AND AMENDMENT
TO THE ARTICLES OF INCORPORATION AND BY-LAWS OF
RIVERGLEN OF BRANDON HOMEOWNER'S ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements Riverglen, Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Unit 1 at Riverglen, Unit 2 at Riverglen and Unit 3 at Riverglen and amendment to the Articles of Incorporation and By-Laws of Riverglen of Brandon Homeowner's Association, Inc., as described in the Official Records of Hillsborough County, Florida, were duly approved as required by the respective documents at a meeting of the membership held on April 20, 1995, in the manner prescribed by the respective documents.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of May, 1995, at Hillsborough County, Florida.

Recording information of the respective documents is as follows: Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen recorded at Book 5427, Page 307 et. seq.; Declaration of Covenants, Conditions, Restrictions and Easements of Unit 1 at Riverglen recorded at Book 5427 at Page 349, et. seq.; Declaration of Covenants, Conditions, Restrictions and Easements of Unit 2 at Riverglen recorded at Book 5626, Page 1958 et. seq.; and Declaration of Covenants, Conditions, Restrictions and Easements of Unit 3 at Riverglen recorded at Book 7354, Page 271 et. seq., all of the Public Records of Hillsborough County, Florida

(SEAL)
RIVERGLEN OF BRANDON HOMEOWNER'S
ASSOCIATION, INC.

Witnesses

Signature

Printed Name

[Handwritten Signature]
MARVIN R. YOUNG

By:

Wendy Bredell
Wendy Bredell, President

Signature

Printed Name

[Handwritten Signature]
MARVIN R. YOUNG

Attest:

Michael T. Babinec
Mike Babinec, Secretary

1995 NOV 15 PM 3:45

95268248

Handwritten initials and numbers in the top right corner.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of May, 1995, by Wendy Bredall and Mike Babinec of Riverglen of Brandon Homeowner's Association, Inc., a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

(SEAL)

Mary Ann Luallen
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Mary Ann Luallen
Printed Name of Notary Public

My Commission Expires:

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ADOPTED AMENDMENTS TO DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF UNIT 1 AT RIVERGLEN,
UNIT 2 AT RIVERGLEN AND UNIT 3 AT RIVERGLEN

The following amendments to the three Declarations listed above are promulgated in order to effectuate the merger of Unit 1 at Riverglen of Brandon Homeowners' Association, Inc., Unit 2 at Riverglen of Brandon Homeowners' Association, Inc. and Unit 3 at Riverglen of Brandon Homeowners' Association, Inc. merging into Riverglen of Brandon Homeowners' Association, Inc. All amendments contained herein are applicable to all three Declarations as set forth above. All of the changes listed below are substantial in nature; see current provisions for present text:

1. Article I Section 1 is amended to read as follows:

Section 1. "Association" shall mean and refer to the Master Association as that term as contained herein. All references contained hereunto the "Association" shall be modified so as to reflect the merger of the Association with the Master Association as approved by the members.

2. Article I Section 2 is amended to read as follows:

Section 2. "Association documents" shall mean the Master Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist.

3. Article I Section 15 is amended to read as follows:

Section 15. "Master Association" shall mean Riverglen of Brandon Homeowners' Association, Inc., the successor by merger to Unit 1 at Riverglen of Brandon Homeowners' Association, Inc., Unit 2 at Riverglen of Brandon Homeowners' Association, Inc. and Unit 3 at Riverglen of Brandon Homeowners' Association, Inc., and its successors and assigns.

4. Article I Section 17 is amended to read as follows:

Section 17. "Member" shall mean a member of the Master Association, the successor by merger to the Association and all references contained herein shall reflect the fact that a member of the formerly existing Associations have been and continue to be members of the Master Association as the Association has been merged into the Master Association.

5. Article III is amended to read as follows:

Section 1. Purpose. The Master Association, as successor by merger to the Association has been formed for the purpose of maintaining the Common Area

and for such other purposes as set forth herein. All references to the Association contained throughout this Article shall be amended so as to reflect the fact that the Association has been merged into the Master Association and, as such, the Master Association shall exercise all rights, powers, duties and assume all liabilities of the Association.

6. The last sentence of Article III Section 9 of the Declarations is deleted in order to reflect the fact that the Association has been merged with the Master Association:

~~The Association, through its Board of Directors, shall have the authority to appoint a member to the Board of Directors of the Master Association, as may be provided in the Master Declaration and the Articles of Incorporation and By-Laws of the Master Association.~~

7. The last sentence of Article IV Section 1 of the Declarations is deleted in order to reflect the fact that the Association has been merged with the Master Association:

~~In accordance with Article VI Section 9 of the Master Declaration, the Annual Special and Specific Assessments as established pursuant to this Article IV shall be collected by the Master Association for distribution to the Association.~~

8. The following language is added as a preamble to Article V of the Declarations in order to reflect the merger of the Associations:

The Architectural Control Committee contained herein shall be appointed by the Master Association and shall serve as the Architectural Control Committee for purposes of this Declaration and the Master Declaration. The Master Association shall have full authority to appoint said Committee and undertake all actions set forth herein.

5

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

ADOPTED AMENDMENTS TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
RIVERGLEN OF BRANDON HOMEOWNERS' ASSOCIATION, INC.

- 1. The following language is adopted as the third unnumbered paragraph under the paragraph entitled "WITNESSETH" of the Declaration:

All of the provisions hereof are modified as necessary in order to reflect the fact that Unit 1 at Riverglen of Brandon Homeowners' Association, Inc., Unit 2 at Riverglen of Brandon Homeowners' Association, Inc. and Unit 3 at Riverglen of Brandon Homeowners' Association, Inc. were merged into Riverglen of Brandon Homeowners' Association, Inc. by virtue of the Plan of Merger, Articles of Merger and amendments to its Articles of Incorporation and By-Laws as approved by the membership. All references contained herein to the duties and powers of the Association shall be modified so as to reflect the fact that the surviving corporation shall have all powers, duties, rights, liabilities, assets and responsibilities of the four formerly existing corporations.

- 2. The provisions of Article III Section 1 are amended to read as follows:

Section 1. Purpose. The Association has been formed for the purpose of maintaining the Common Area and for operation and maintenance of Unit 1 at Riverglen, Unit 2 at Riverglen and Unit 3 at Riverglen pursuant to the Declarations of Covenants, Conditions, Restrictions and Easements thereof, and shall serve as the operating association for any other units or subdivisions that may be added thereto by the Declarant, its successors or assigns.

- 3. Article III Section 4 is amended to read as follows:

Section 4. Election of Directors. The Board of Directors of the Association shall be elected as provided for in the By-Laws.

- 4. The following language has been added as subparagraph (i) of Article III Section 5:

(i) Additionally, the rights and obligations of the Association shall include operation and administration of the Declarations of Covenants, Conditions, Restrictions and Easements of Units 1, 2 and 3 of Riverglen and such other units or subdivisions as may be added by the declarant for its successors from time to time.

Amble Pedman

5. The following language has been added as subparagraph (i) of Article III Section 6 of the Declaration:

(i) Additionally, the Board shall have all such powers contained herein as it relates to the Declarations of Covenants, Conditions, Restrictions and Easements of Unit 1 at Riverglen, Unit 2 at Riverglen and Unit 3 at Riverglen, and as additional units or subdivisions may be added from time to time by the Declarant, its successors or assigns.

6. The following language has been added as subparagraph (i) of Article III Section 9 of the Declaration:

(i) Additionally, the Board shall have the authority to make rules as contemplated by the Declarations of Covenants, Conditions, Restrictions and Easements of Unit 1 at Riverglen, Unit 2 at Riverglen and Unit 3 at Riverglen and such additional units or subdivisions as may be added by the Declarant or its successors or assigns from time to time.

7. The following language has been added as subparagraph (i) of Article III Section 10 of the Declaration:

(i) Additionally, the Association shall have the authority to undertake all such actions reserved to the formerly existing associations prior to the merger thereof in accordance with the Declarations of Covenants, Conditions, Restrictions and Easements of Unit 1 at Riverglen, Unit 2 at Riverglen and Unit 3 at Riverglen and such additional units or subdivisions as may be added by the Declarant or its successors or assigns from time to time.

8. Article V Section 3 is amended to change the last sentence of the first full paragraph to read as follows; additions indicated by underlining; deletions indicating by striking through:

... In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) ~~thirty (30)~~ days after said plans and specifications have been submitted in writing, said plans and specifications shall be deemed to have been disapproved. ~~approval by the Architectural Control Committee will not be required~~

9. Article V Section 6 is amended to change the last sentence to read as follows; additions indicated by underlining; deletions indicated by striking through;

... If the Owner shall not have taken reasonable steps toward the required remedial action within fifteen (15) ~~thirty (30)~~ days after the mailing of the aforesaid notice of violation,

then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity.

10. The following sentence contained in Article VI, Section 1 of the Declaration is amended to read as follows; additions indicated by underlining; deletions indicated by striking through:

In the event Declarant fails to approve or disapprove such documents within forty-five (45) ~~thirty (30)~~ days of declarant's receipt of all such documents for a Subdivision, the documents shall be deemed disapproved ~~approved~~.

11. Article VI, Section 2(b) is amended to read as follows; additions indicated by underlining; deletions indicated by striking through:

(b) Subdivisions developed all or in part by developers and builders other than declarant, subdivision entranceways and signs may be constructed only with the written permission of Declarant. For so long as Declarant owns any lots or retains any right to add additional subdivisions to RIVERGLEN, ~~there is a Class B Membership~~ prior to construction of any Subdivision entranceway, sign or buffer wall, plans and specifications must be submitted to Declarant, and, Declarant shall have the right, jointly with the Board of Directors, to accept or reject the plans. Such plans shall be deemed disapproved ~~approved~~ if not approved ~~disapproved~~ within thirty (30) days of Declarant's receipt thereof.

12. Article VIII, Section 1 is amended to change the first sentence of the second paragraph thereof to read as follows; additions indicated by underlining; deletions indicated by striking through:

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 fifteen (15) ~~thirty (30)~~ days after written notice sent by certified mail.

13. The first section of Article VIII, Section 4 is amended to read as follows; additions indicated by underlining; deletions indicated by striking through:

Section 4. Amendment. This 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 present in person or by proxy ~~able to be cast~~ at any regular or special meeting of the Members duly called and convened.

4276

RECORD VERIFIED

Richard Ake

Clerk of Circuit Court
Hillsborough County, Fla.
By Kimberley A. Steele, D.C.

OFF. REC. 5427 307

MASTER
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
RIVERGLEN

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

This Instrument Was Prepared By *and return to:*

Patrick G. Emmanuel of
TAUB AND WILLIAMS
100 S. Ashley Dr., Suite 2103
P.O. Box 3430, Tampa, FL 33601

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OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
OF
RIVERGLEN

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MASTER
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
RIVERGLEN

THIS DECLARATION, made this 1st day of June, 19 88, by SHIMBERG ENTERPRISES, INC., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the fee simple Owner of certain real property with improvements thereon, sometimes referred to herein as "RIVERGLEN" in Hillsborough County, State of Florida which is more particularly described in Exhibit "A," attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the real property shall be held, sold and conveyed subject to this Master Declaration of Covenants, Conditions, Restrictions and Easements, which Master Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real property set forth in Exhibit "A" or any part thereof, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the terms meaning whenever used in this Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Riverglen of Brandon Homeowners' Association, Inc., a corporation not-for-profit organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist.

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Builder" means any person or entity who acquires a Lot from Declarant for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity.

Section 5. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners, or conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described in Exhibit "B" attached hereto.

Section 6. "Declarant" shall mean and refer to Shimberg Enterprises, Inc., and its successors and assigns.

Section 7. "Declaration" shall mean this Master Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 8. "FHA" shall mean the Federal Housing Administration.

Section 9. "Lake" shall mean any body of water designated as a Lake or Conservation Area on any Plat and any man-made storm water detention or retention area located on the Property.

Section 10. "Lake Area" shall mean all real property which is part of a Lake.

Section 11. "Lake Lot" shall mean any Lot containing a Lake Area.

Section 12. "Riverglen of Brandon Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area.

Section 13. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 14. "Lot" shall mean and refer to a plot of land shown and identified by number upon any Plat of the Property now or hereafter made subject to this Declaration, which is intended for single-family residential use; provided, however, if any of the Property has not yet been platted, then in regards to such unplatted land, "Lot" shall mean and refer to the lots proposed to be platted by Declarant as shown on the General Site Development Plan for Rivergrove Manors prepared by Heidt & Associates, Inc., dated August 4, 1986, and updated through January 30, 1987, as the same may be amended from time to time by the Declarant. Declarant shall have the right to plat any such portion or portions of the Property without the consent or joinder of the Association or any other Owner.

Section 15. "Member" shall mean a Member of Riverglen of Brandon Homeowners' Association, Inc. as set forth in Article III.

Section 16. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 17. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 18. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 19. "Plat" shall mean a recorded subdivision map or plat of the Property, or any part thereof, or any additions thereto, recorded in the Public Records of Hillsborough County, Florida.

Section 20. "Private Area" shall mean that area within each Lake Lot which is not Lake Area.

Section 21. "Property" shall mean all of the real property described on the attached Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 22. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 23. "Structure" shall mean:

(a) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building

or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot.

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 24. "Subdivision" shall mean any subdivision within the Property created by the filing of a map or plat thereof, in the Public Records of Hillsborough County, Florida.

Section 25. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

Section 26. "Unit" shall mean and refer to a Subdivision.

Section 27. "VA" shall mean the Veterans Administration.

ARTICLE II

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do

any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or Riverglen of Brandon Homeowners' Association Rules.

(c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided, however, the Common Area cannot be mortgaged without the consent of 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.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility, or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of 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.

(f) The Declarant hereby reserves the right to use the Common Area for purposes of sales and other commercial activities necessary until Declarant completes its sales efforts or until January first. All such use must be reasonable in time and area, so as not to interfere with the Owners' use and enjoyment of the Common Area. The Association's Board, which approval shall not be unreasonably withheld, shall have the right to use the Common Area while this right of use by other Owners shall be subject to the rights of Declarant.

Section 3. Responsibilities of the Association. Upon completion of the Property, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and Riverglen of Brandon Homeowners' Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

ARTICLE III

RIVERGLEN OF BRANDON HOMEOWNERS' ASSOCIATION, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

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

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot

owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

(ii) On January 1, 1993, or

(iii) When the Declarant waives in writing its right to Class B membership.

Section 4. Election of Directors. The Board of Directors of the Association shall consist of seven (7) members. Initially, all seven (7) directors shall be appointed by the Declarant. The Declarant plans to create up to seven (7) separate Subdivisions within Riverglen. Each Subdivision shall have a neighborhood association as set forth in Article VI, Section 1, below. As each neighborhood association is created, such association shall have the right to elect one of its members to the Association's Board of Directors and concurrent therewith, one director elected by the Declarant shall resign. Each Director shall be elected to serve for a one year term or until his successor is elected. Directors elected by the neighborhood associations shall be elected by a vote of such neighborhood association's board of directors. If upon completion of development of Riverglen, there are more or less than seven Subdivisions created under Article VI, Section 1, the number of directors shall be increased or decreased to correspond to the number of Subdivisions created.

Section 5. Rights and Obligations of the Association. Besides those responsibilities to the Common Area outlined in Article II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or utility. In the event the Board decides that the Association should maintain the perimeter screening referred to in Article VI herein, then this shall

be a responsibility of the Association, and the individual Owners shall not be responsible for such maintenance. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Declarant reserves the right to establish a special street lighting district without the consent of any other Owner. Until such district is established, the costs of street lighting shall be collected by the Association as an assessment. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

Section 6. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or Riverglen of Brandon Homeowners' Association Rules.

Section 7. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 5, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 8. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 9. Riverglen of Brandon Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 10. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any

breach or threatened breach of this Declaration, the Association Documents and the Riverglen of Brandon Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and Riverglen of Brandon Homeowners' Association Rules.

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", and (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments" such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, 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, 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. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the providing of general security for RIVERGLEN; the provision of street lighting until a special street lighting district is established; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area, providing general security for RIVERGLEN, and those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Annual Assessment shall include collection of the first Five Hundred and No/100 Dollars (\$500.00) of property taxes assessed against the Common Area, and, at the option of the Board, may include such amounts as may be necessary to pay property taxes on the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00).

Section 4. Maximum Annual Assessment. Until January 1, 1990, the Annual Assessment will not exceed two hundred twenty-five dollars (\$225.00) year per Lot. At least thirty (30) days before the expiration of each year, the Board will prepare and

distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next ensuing fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the perimeter screening as referred to herein, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of those Members authorized to vote, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment may be payable in one or more installments, with or without interest, as determined at the meeting.

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 within thirty (30) days after written demand.

Section 7. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a

reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest 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. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

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. The Board may bring an action at law against the Owner personally

obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in RIVERGLEN have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant. At such time as all of the Lots in RIVERGLEN have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Board and all the Owners of Lots in RIVERGLEN to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Board shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of RIVERGLEN, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, approval by the Architectural Control Committee will not be required.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot and including building setbacks, open space, driveways, walkways, and parking spaces including the number thereof;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of any proposed Structure and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes, and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and

(f) plans for landscaping and grading, especially if the proposed Structure consists of such landscaping or grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in

damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

Section 5. Certificates. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 6. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this

Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity.

ARTICLE VI

GENERAL PLAN

Section 1. Subdivision Associations and Documents. The Declarant reserves the right to subdivide and plat the Property into one or more Subdivisions. Such Subdivisions may, from time to time, be referred to as Units. The developer or builder of each Subdivision, including the Declarant, shall establish a neighborhood association to maintain such wall buffers, sod, irrigation, entranceways, and any other improvements placed by the respective developer or builder which neighborhood association shall be a not-for-profit corporation established under Chapter 617, Florida Statutes (the "neighborhood association"). The neighborhood association shall have the power to assess the Owners in the Subdivision for the maintenance of such improvements and for such other purposes as set forth in such neighborhood association documents; provided,

however, in order to provide for a coordinated collection system, any such assessment shall be collected by the Association for distribution to the neighborhood association. For so long as there is a Class B membership, all documents establishing a neighborhood association or associations must be submitted to Declarant prior to recordation or filing, and Declarant shall have the right, in its sole discretion, to approve or disapprove such documents. Any builder or developer shall not contract to sell Lots, in such Subdivision until the Subdivision documents, including but not limited to the plat, declaration of covenants, conditions and restrictions, neighborhood association Articles of Incorporation and By-laws, have been approved, in writing, by Declarant. In the event Declarant fails to approve or disapprove such documents within thirty (30) days of Declarant's receipt of all such documents for a Subdivision, the documents shall be deemed approved. No closings in a Subdivision shall take place until such builder or developer shall have incorporated the neighborhood association with the Secretary of State, State of Florida, and recorded the plat and declaration of covenants, conditions and restrictions all as approved by Declarant. If, at any time, any such neighborhood association does not have a functioning architectural control committee, in the sole judgment of the Architectural Control Committee of the Association, then in addition to the duties under Article V, the Architectural Control Committee of the Association shall have the power to act as the architectural control committee for such portion of the Property. In the event of a failure by a builder or developer to comply with the foregoing, Declarant may proceed at law or in equity to enforce the requirements under this paragraph. In the event it becomes necessary for Declarant or its successors or assigns, at any time to institute any legal action or proceedings of any nature for the enforcement of the foregoing, or any of the provisions of this Section 1, or to employ an attorney therefor, such builder or developer shall pay all the court costs, attorney's fees and paralegal fees (together with any applicable sales or use tax thereon) and costs incurred by Declarant, its successors or

assigns, whether incurred prior to trial, at trial, or on appeal. Declarant shall not have any responsibility for errors or omissions contained in any neighborhood subdivision documents nor shall it have any responsibility, legal or otherwise, for any of the content of such neighborhood association documents. Declarant, likewise shall have no responsibility, legal or otherwise, for any faults in the design or construction of the entranceway and other improvements constructed pursuant to this Article.

Section 2. Border Walls, Subdivision Entrances.

(a) The developer or builder of each Subdivision in RIVERGLEN, including the Declarant, shall:

(i) construct a six (6) foot high masonry buffer wall, with a painted stucco finish or other finish acceptable to the Declarant around the Subdivision, in conformance with the General Site Development Plan for Rivergrove Manors prepared by Heidt & Associates, Inc., dated August 4, 1986, and updated through January 30, 1987 (a "buffer wall");

(ii) sod the entire right of way, abutting the buffer wall, to the back of the curb; and

(iii) install a properly designed irrigation system for the sod installed in said right of way.

(b) In Subdivisions developed all or in part by developers and builders other than Declarant, Subdivision entranceways and signs may be constructed only with the written permission of Declarant. For so long as there is a Class B membership, prior to construction of any Subdivision entranceway, sign or buffer wall, plans and specifications must be submitted to Declarant, and Declarant shall have the right, in its sole discretion, to accept or reject the plans. Such plans shall be deemed approved if not disapproved within thirty (30) days of Declarant's receipt thereof.

ARTICLE VII

EASEMENTS

Lots subjected to this 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 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 VIII

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this 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 aggrieved 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 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 attorneys' 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 eight percent (8%) 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 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 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 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 Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this 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 Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

Section 4. Amendment. This 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 the Declarant shall own any Lot, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of five (5) 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, or any other governmental agency or body 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. 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.

Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this 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, the dedication of Common Area, and amendment or termination of this Declaration.

Section 6. Amplification. The provisions of this 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 Declaration. Declarant intends that the provisions of this 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 Declaration control anything in the Articles or By-Laws to the contrary.

Section 7. Permission. When any act by any party affected by this Declaration, which by the terms of this 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 Declaration.

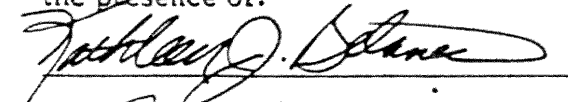

Section 9. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

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

Section 11. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this 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 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.

Executed and declared in the presence of:

SHIMBERG ENTERPRISES, INC.,
a Florida corporation

By: M. C. Harris

Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of June, 1988, _____, by M.C. Harris,
Vice President of SHIMBERG ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires: 1st
NOTARY PUBLIC, State of Florida
My Commission Expires Feb. 12, 1989

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA