

AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS  
OF  
RIVER PLANTATION

Prepared by and return to:  
Douglas C. Roland, Esq.  
Brickleyer Smolker & Bolves, P.A.  
500 E. Kennedy Blvd., Suite 200  
Tampa, FL 33602  
(813) 223-3888

## TABLE OF CONTENTS

ARTICLE I.....	1
DEFINITIONS.....	1
ARTICLE II.....	4
COMMON AREA.....	4
Section 1. Conveyance of Common Property.....	4
Section 2. Owners' Easements of Enjoyment.....	4
Section 3. Responsibilities of the Association and Release of Liability.....	5
Section 4. Delegation of Use.....	5
Section 5. Destruction of Common Area.....	5
Section 6. Common Area Easements.....	6
Section 7. Water Management Areas.....	6
Section 8. Access Easement.....	8
Section 9. Drainage Easements.....	8
ARTICLE III.....	9
RIVER PLANTATION HOMEOWNERS' ASSOCIATION, INC.....	9
Section 1. Purpose.....	9
Section 2. Membership.....	9
Section 3. Voting.....	9
Section 4. Rights and Obligations of the Association.....	10
Section 5. Services.....	10
Section 6. Capital Improvements.....	10
Section 7. Personal Property.....	10
Section 8. Association Rules.....	11
Section 9. Powers and Authority.....	11
Section 10. Indemnification of Officers and Directors.....	11
ARTICLE IV.....	12
ASSESSMENTS.....	12
Section 1. Creation of the Lien and Personal Obligation of Assessments.....	12
Section 2. Purpose of Assessments.....	12
Section 3. Annual Assessment.....	12
Section 4. Maximum Annual Assessment.....	12
Section 5. Special Assessments for Capital Improvements.....	13
Section 6. Specific Assessments.....	13
Section 7. Property Taxes.....	14
Section 8. Notice for Any Action Authorized Under Article IV.....	14
Section 9. Uniform Rate of Assessment.....	14
Section 10. Accumulation of Funds Permitted.....	14
Section 11. Date of Commencement.....	15
Section 12. Certificate as to Status of Payment.....	15
Section 13. Assessment Lien.....	15
Section 14. Effect of Nonpayment of Assessments: Remedies of the Association.....	15
Section 15. Subordination of the Lien to Mortgages.....	16
Section 16. Homesteads.....	16
Section 17. Capitalization of Association.....	16
ARTICLE V.....	16
ARCHITECTURAL CONTROL COMMITTEE.....	16
Section 1. Creation and Composition.....	16
Section 2. Design Standards.....	17
Section 3. Review and Approval of Plans.....	17
Section 4. Building Construction.....	19
Section 5. Violations.....	19

Section 6. Partial Delegation to Association .....	20
ARTICLE VI .....	20
GENERAL COVENANTS AND RESTRICTIONS .....	20
Section 1. Residential Use of Property .....	20
Section 2. Setbacks and Building Lines .....	20
Section 3. Building Requirements .....	21
Section 4. Service Yards .....	22
Section 5. Obstructions to View at Intersections .....	22
Section 6. Mailboxes and Property Identification Markers .....	22
Section 7. Use of Outbuildings and Similar Structures .....	22
Section 8. Building Materials .....	22
Section 9. Completion of Construction .....	22
Section 10. Livestock and Pets .....	23
Section 11. Offensive Activities .....	23
Section 12. Signs .....	24
Section 13. Perimeter Screening .....	24
Section 14. Aesthetics, Nature Growth, Screening, Underground Utility Service .....	25
Section 15. Wetland Conservation Areas .....	25
Section 16. Swimming Pools .....	25
Section 17. Maintenance .....	25
Section 18. Antennae and Clotheslines .....	26
Section 19. Window Air Conditioners .....	26
Section 20. Trailers, Trucks, School Buses, Boats, Boat Trailers .....	26
Section 21. Garbage and Refuse Disposal .....	26
Section 22. Changing Elevations .....	27
Section 23. Wells .....	27
Section 24. Utility Facilities .....	27
Section 25. Driveways and Entrance to Garage .....	27
Section 26. Garages .....	27
Section 27. Mineral Operation .....	27
Section 28. Roofs .....	28
Section 29. Basketball Goals .....	28
Section 30. Clearing and Landscaping .....	28
Section 31. Sprinkler System .....	28
Section 32. Setbacks .....	28
Section 33. Solar Equipment .....	28
Section 34. Watercraft/Use of Lakes .....	28
Section 35. Exemption of Declarant .....	31
Section 36. Exemption of Declarant and Builders .....	32
ARTICLE VII .....	32
EASEMENTS .....	32
ARTICLE VIII .....	33
GENERAL PROVISIONS .....	33
Section 1. Right of Abatement .....	33
Section 2. Severability .....	33
Section 3. Duration .....	33
Section 4. Amendments .....	34
Section 5. Amplification .....	34
Section 6. Permission .....	35
Section 7. Applicable Law .....	35
Section 8. Definitions .....	35
Section 9. Captions .....	35
Section 10. Notice .....	35
Section 11. Additional Property .....	35

ARTICLE IX ..... 35  
LITIGATION ..... 29  
    Section 1. Association Litigation ..... 35  
    Section 2. Alternative Dispute Resolution ..... 36  
    Section 3. Claims ..... 36  
    Section 4. Mandatory Procedures ..... 36  
    Section 5. Allocation of Costs of Resolving Claims ..... 38  
    Section 6. Enforcement of Resolution ..... 38  
  
ARTICLE X ..... 38  
DISCLAIMER OF LIABILITY OF ASSOCIATION ..... 38

EXHIBITS:

- A – Legal Description
- B – Articles of Incorporation
- C – Bylaws
- D – Rules of Arbitration
- E – Notice to Buyers
- F – Right of Entry
- G – List of Holdings
- H – Maintenance Program

Prepared by and return to:  
Douglas C. Roland, Esq.  
Brickleyer Smolker & Bolves, P.A.  
500 East Kennedy Blvd., Suite 200  
Tampa, FL 33602  
(813) 223-3888

**AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
RIVER PLANTATION**

THIS AMENDED AND RESTATED DECLARATION, made this 15<sup>th</sup> day of December, 2004, by CL REALTY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant."

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

WHEREAS, Declarant is the fee simple owner of certain real property and improvements in Manatee County, Florida which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with such additions thereto as may be designated from time to time by Declarant and made subject to this Declaration, all hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

WHEREAS, the Declarant executed and recorded a Declaration of Covenants, Conditions, Restrictions and Easements of River Plantation dated 08/09/04, and recorded in Official Records Book 1977, at Page 1541, of the public records of Manatee County, Florida; and

WHEREAS, Declarant has deemed it, in its discretion, advisable to amend and restate the original Declaration as provided herein; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, which Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant to and 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 above or any part thereof or part added thereto, and their respective heirs, successors and assigns, as their respective interests may appear.

**ARTICLE I  
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the 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 River Plantation Homeowners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 720, 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, which initial copies of are appended hereto as Exhibits "B" and "C".

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 that 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 and 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 hereditament 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 the Plat.

Section 6. "Declarant" shall mean and refer to CL Realty, L.L.C. and its successors and assigns and the rights granted to the "Declarant". If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Manatee County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 7. "Declaration" shall mean this 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. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 9. "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 and Association procedures.

Section 10. "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 11. "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.

Section 12. "Member" shall mean a Member of River Plantation Association, Inc. as set forth in Article III.

Section 13. "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 14. "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 15. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 16. "Plat" shall mean a recorded subdivision map or plat of River Plantation Phase-1, recorded in the Public Records of Manatee County, Florida. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

Section 17. "Property" shall mean all of the real property described on the Plat, and such additional property as may be added thereto by annexation."

Section 18. "Recorded" shall mean filed for record in the Public Records of Manatee 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 Manatee County, Florida.

Section 19. "Structure" shall mean 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, covered or uncovered patio, playhouse, treehouse, swimming pool, fence, recreational equipment, curbing, paving, wall, sign, signboard, on-

site sanitary system, dock, gazebo, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot, and 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 20. "Wetland Conservation Area" shall be those indicated on the recorded Plat.

Section 21. "The Work" shall mean the initial development of and construction of improvements to the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

## ARTICLE II COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time (including any time during or after the Class B Control Period), 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. The easement set forth in this paragraph shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable fees for the use of any recreation 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 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 the Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

(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 at which a quorum is present.

(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 at which a quorum is present, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

Section 3. Responsibilities of the Association and Release of Liability.

(a) Upon conveyance to it, 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. The Association also 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 ponds, culverts and related appurtenances.

(b) Any sidewalks, drainage systems, fences, and other improvements that have been constructed, installed or created by the Declarant as part of the subdivision improvements or the Work, and the street lights installed by the Owners or Builders shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements.

(c) If required by governmental regulation or public utility, the Association shall install street lights and assess Owners for such purpose.

(d) By acceptance of a deed to a Lot within the Property, the Owner agrees that the Association, the Declarant, and any Builder have no obligations whatsoever for providing protection to persons on the Property.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the 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.

#### Section 6. Common Area Easements.

(a) Declarant will dedicate, through conveyance of fee simple ownership, grant of easement, or plat dedication to the Association that portion of the Property described on the Plat for use and maintenance of utility, drainage, wall and landscape easements, together with a right of ingress and egress over and across the easement areas for such purposes. Easements for installation and maintenance of utilities, drainage facilities, walls and landscaping are reserved as shown on the Plat. Water service will be provided by Manatee County. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage structures or walls, or which may impede the flow of water through drainage structures in the easements. Except for drainage facilities and maintenance of any pond located within the Property, which shall be maintained by the Association, easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot.

(b) Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

(c) Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and to all Builders, their contractors, sub-contractors and agents, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and nonexclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

(d) Declarant hereby reserves an easement across the Common Area and all Lots for the installation, maintenance and use of cable television distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

#### Section 7. Water Management Areas.

(a) The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (hereafter, "SWFWMD" or the "District") for the Surface Water Management System. The Association, shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, repair and replacement of common

elements and Surface Water Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

(b) The Association shall maintain, as part of the Common Areas, any areas designated on the Properties as mitigation areas for wetlands. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates. The Association shall comply with all governmental regulations including, but not limited to, those of SWFWMD. The Association acknowledges and agrees that the District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System.

(c) It shall be the responsibility of each property Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD, all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the Lot and reconstruct the intended flow pattern and assess the property owner for the expense.

(d) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of the lake shall be maintained by the owner. Any removal or trimming of such vegetation is subject to the prior approval of SWFWMD.

(e) Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

(f) No Lot Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Sarasota Regulation Department.

(g) Declarant hereby reserves an easement across the Common Area and all Lots for the installation, maintenance and use of cable television distribution facilities and lines. This easement may be transferred in whole or in part to any franchised cable television operator.

Section 8. Access Easement. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and to all Builders, their contractors, sub-contractors and agents, and emergency personnel and agencies, utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

Section 9. Drainage Easements. There are certain areas on the Plat, which are described as "Private Drainage Areas" and "Public Drainage Easements". To the extent that these areas are not owned as Common Areas, the Association shall maintain such areas as if they were Common Areas of the Association. A non-exclusive easement and right of entry into all Private Drainage Areas and Public Drainage Easements on the Plat is hereby granted to the Association, which shall include the right to maintain such Drainage Easements, which includes, but is not limited to, the right to mow, plant, dredge and fill, and maintain vegetation within such areas as is reasonably necessary to maintain the Private Drainage Areas and Public Drainage Easements for their intended purposes. No decks, swimming pools, walls, fences, paved surfaces or other permanent improvements may be constructed in any Private Drainage Area and Public Drainage Easement. The Association shall have the right to remove any such improvement or other barrier constructed in, or interfering with access to, the Private Drainage Areas and Public Drainage Easements, and in so doing shall not be responsible to any Owner for the repair, reconstruction, or replacement thereof.

Section 10. Irrigation System.

(a) Declarant reserves the right to install a central irrigation system within the Property to supply water for irrigation at each Lot and, at the discretion of the Declarant, portions of the Common Areas (the "Central Irrigation System"). Each Lot shall be required by the Association to have a lawn irrigation system (the "Lot Irrigation System"). Such system shall be connected to the Central Irrigation System. The Lot Irrigation System shall be installed and connected to the Central Irrigation System at the time of the original construction of lot improvements. The cost of operation and maintenance of the Central Irrigation System shall be an Association cost.

(b) All components of the Central Irrigation System not located within a Lot up to the point of connection to each Lot (but not including the separate Lot Irrigation Systems of the Lot Owners on their respective Lots) shall be maintained and operated by the Association as a common expense; provided, however, the Owner of the Lot shall do nothing to interfere with the operation of the Central Irrigation System, and shall be liable to the Association for any damage to the Central Irrigation System caused by the willful acts or negligence of such Owner, his tenants and their respective families, guests, contractors, licensees and invitees. The Association shall have the right to enter upon any Lot to inspect, maintain, repair and replace portions of the Central Irrigation System

on such Lot, and shall have the right to relocate such installations from time to time. All components of the Lot Irrigation System, including any automatic timers, up to the point of connection to the Central Irrigation System shall be maintained, repaired and replaced at the cost and expense of the Owner of such Lot.

(c) The use by Owners of the water in the Central Irrigation System shall be subject to the rules and regulations of the Association. Such water shall be used exclusively for lawns, landscaping and other exterior foliage and for no other purpose. In the event any Owner abuses the privilege associated with the Central Irrigation System and availability of water, the Association may, after reasonable notice to an Owner, disconnect the Central Irrigation System from the Lot Irrigation System. Owner shall not receive any credits for non-use of the system whether by the Owners voluntary acts or upon disconnection by the Association.

ARTICLE III  
RIVER PLANTATION 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 (the "Class B Control Period"). Declarant shall be own at least one Lot in order to be a Class B Member. The Class B Control Period shall end and Declarant shall turnover control of the Association to the Class A members upon the earlier of the following events:

- (a) When ninety percent (90%) the Lots including Lots in property annexed or planned for annexation by Declarant, have been sold to parties other than Builders, or
- (b) On December 31, 2014, or
- (c) When the Declarant elects to terminate the Class B Control Period.

Section 4. Rights and Obligations of the Association. The Association 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, and all portions of the irrigation systems that serve the Lots (provided however, that each owner shall maintain such portion of the system that lies within the lot). The Association may, by adoption of the budget, establish reserves for the replacement of paving and other capital elements or improvements. The Association shall maintain the storm water collection system, including catch basins, pipes, drainage structures, and repair or replace any damaged property to the condition it was in prior to the repair. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate. The Association has the power to operate and maintain Common Areas, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. 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, at its discretion, authorize such Person to sign checks on behalf of the Association .

Section 6. 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 the votes of those Members authorized to vote thereon.

Section 7. 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 8. 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 subject to any limitations of Chapter 720, Florida Statutes, as the same may be amended, from time to time. 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.

The Association's Rules shall include rules for the speed limits and traffic regulation on roadways in the Common Area, parking within the subdivision, and rules for usage of the recreational facilities, if any, in the Common Area. The Association may contract with Manatee County for enforcement of traffic regulations on the Common Area roads, as provided by Section 316.006(3)(b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association.

Section 9. 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 the Articles of Incorporation of the Association and 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 provision 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 Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners hereby agree that the Association shall, indemnify each officer, director, employee, and management contractors from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self executing, and the Association may also take any action desired to carry out its purposes.

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, 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", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, 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.

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 costs associated with providing irrigation from private wells located within River Plantation; the payment of operating costs and expenses of the Association; 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 and water management system, and those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

Section 4. Maximum Annual Assessment.

(a) At least thirty (30) days before the expiration of each year, the Board shall notify each Owner that a meeting of the Board shall be held to consider a budget for the ensuing year. A copy of the proposed budget shall be provided to each Owner or the Association may advise each Owner that



the budget is available to each Owner upon request. During the Class B Control Period, the Board shall have the exclusive right to determine the Annual Assessment.

(b) Following the Class B Control Period, 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 the proposed 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. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. 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 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 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 sixty (60) days following the beginning of the fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the Common Area, or cable television charges for Lots.

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 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 the voting interests authorized to vote, as defined herein, in person or by proxy at a meeting duly called for this purpose at which a quorum is present. A Special Assessment for any new construction of facilities to be undertaken by the Association, shall require the vote of 2/3 of the all voting interests authorized to vote 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. Special Assessments shall not be used to pay for capital improvements planned by the Declarant and appearing in Declarant's approved construction plans in existence as of the date of this Declaration.

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. This shall include fines levied

pursuant to Chapter 720, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner.

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 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 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 must be posted in a conspicuous place at least 48 hours in advance of a meeting, except in an emergency. If such notice is not posted in a conspicuous place in the community, notice of such meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

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, quarterly or annually basis, as determined by the Board of Directors, except that Declarant, while it is a Class B Member, 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. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration.

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, late fees, 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 institutional 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. In addition to the foregoing, the Board may establish a schedule of late fees and any other collection fees to add to the amounts that are delinquent. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or 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. In the event assessments are collected on a monthly or quarterly basis, and such monthly or quarterly payment become delinquent, the Board may elect to accelerate all payments for the year for any delinquent Owner.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any institutional 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.

Section 17. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant or a Builder holding title for resale in the ordinary course of Builder's business, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the Annual Assessment per Lot for that year or such other amount that may be required, as determined by the Board of Directors. This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such assessment. The amount shall be placed in the purchase and sale escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

## ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" (also referred to as the "ACC") shall mean, as follows: Until all the Lots in River Plantation have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in River Plantation have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in River Plantation to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association 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. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VIII, Section 4, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Association shall take over.

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 landscaping plans, 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.

In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

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 River Plantation, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) as to 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 forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with an application for approval.

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, trees, driveways, walkways, parking spaces including the number thereof and design and location of the on-site sanitary system;
- (b) a foundation plan;
- (c) a floor plan;
- (d) dimensioned 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.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

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 regard 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.

Prior to the issuance of a certificate as set out in Section 4 below, 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. The initial construction of a dwelling on a Lot by a Builder shall be subject to these provisions, but approval of plans and landscaping shall only be required once for any model plan. Thereafter, no plans or landscaping approval shall be required for construction of the same model on another Lot.

Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two (2) stories in height above street level, and in no event greater than the Building Height (as defined in Article VI, Section 35), shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. 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 5. 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 Association. If the Board of the Association 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. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

ARTICLE VI  
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 River Plantation 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 and dwellings; 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 erected on any Lot shall be situated on such Lot in accordance with any building 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 any building setback lines, Wetland Conservation Area, Drainage Easement or Landscape/Wall/Drainage Easement shown on the Plat or required by Law, unless the law allows for variance. The minimum front and side setbacks for a dwelling shall comply at a minimum with the regulations of Manatee County, Florida and shall be subject to review by the Architectural Control Committee.

(b) Walls and Fences: All walls and fences shall be subject to the prior written approval of the Architectural Control Committee as to location, height, materials, and finish, and shall comply with all governmental requirements. Fences shall be no higher than six (6) feet and shall transition from the maximum height of six (6) feet to forty-two (42) inches, beginning at the rearmost portion of the home or back patio and extended to the rear of the Lot. No walls may be erected, placed or maintained on any Lot unless approved in writing in advance by Declarant. All fences shall be picket style and not opaque, and every other picket shall be missing (either removed or open). Chain link fences and wood fences are not permitted anywhere within the Property. Any wall that is installed along any boundary of a Lot that abuts or overlooks a Wetland Conservation Area (as described on



the Plat) shall be transparent, so as to permit visibility of the conservation area or easement. Solid walls shall not be permitted along such boundary lines, but “see-through” type walls, such as wrought iron are permissible, subject to prior written approval of the Architectural Control Committee. Notwithstanding the foregoing, the Declarant shall cause to be constructed buffers and landscaping within the Landscape/Wall/Drainage Easement as shown on the Plat.

(c) 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 additional 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.

(a) All Lots. The minimum square footage of living areas of the main structure for all Lots, exclusive of open porches, garages, carports, patios, gazebos, and breezeways, shall be as follows:

55-foot Lots	1,600 square feet
65-foot Lots	2,100 square feet
75-foot Lots	2,600 square feet

(b) Drainage Requirements. Dwellings constructed shall be equipped with downspouts and gutters and drain to a dedicated drainage system as may be required by applicable drainage permits.

(c) Construction Prohibited in Certain Areas. No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the surface water, wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) or drainage easement(s) described in the approved permit and recorded Plat, unless prior approval is received from SWFWMD, Sarasota Regulation Department. Original home construction shall occur only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 10:00 a.m. and 6:00 p.m. on Saturdays. All lots shall be kept neat and trash free during the construction period.

(d) Miscellaneous. In connection with construction on a Lot, one or more trees must be planted thereon, the variety and number of which shall be subject to the approval of the Architectural Control Committee. Each Lot shall also contain a coach light installed in conformity with standards established by the Architectural Control Committee.

Section 4. Service Yards. All garbage receptacles, fuel tanks, gas meters, air conditioning and heating and pool equipment and materials, supplies and other equipment which are placed or stored outside must be placed or stored in such a way to conceal them from view from the roads and adjacent properties.

Section 5. 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 6. Mailboxes and Property Identification Markers. The Architectural Control Committee shall adopt standards for mailboxes, 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 7. 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, 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. Builders shall be permitted to use temporary structures during its construction provided, however, that the location and the appearance of the structures are subject to the approval of the Declarant. No trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently, but this provision shall not preclude the erection and use, if approved by the Architectural Control Committee, of an additional residential unit designed and permitted for use over a garage or other location or structure, and subsidiary to the main residence. Outbuildings for appurtenant use may be erected within the setbacks specified in Section 2 above, if the Architectural Control Committee approves the use, location, and materials proposed for such outbuilding.

Section 8. 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 completion of construction of the improvement to which same is to be used.

Section 9. 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 10. 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 three (3) household pets per Lot may be kept provided, however that no more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. No Owner shall maintain within the Property any rottweillers, doberman pinchers, pit bulls and any mix including any one of the foregoing breeds, shall be excluded. An Owner with more than two (2) dogs at the time such Owner moves into a residence within River Plantation may retain such dogs until their numbers are reduced to two, after which the Lot shall be limited to two dogs. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 10, 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 that 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 enclosures when out of doors. For purposes of this Section 10, invisible electronic fences are not deemed to be fences in compliance herewith. 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 River Plantation if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by Association Rules as may from time to time be established by the Board of the Association.

Section 11. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on or 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 River Plantation.

No nuisance shall be caused, or permitted to exist, by any Lot Owner on, about or in the vicinity of his Lot or elsewhere in the subdivision, nor shall there be any use or practice which is the source of annoyance to residents, or any of them, or which interferes in any way with the peaceful possession and proper use by the residents, or any of them, of the subdivision property or any part thereof. All parts of the subdivision, including each Lot, shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any Lot Owner or by anyone to accumulate, nor shall any fire hazard be allowed to exist. No improper, offensive, or unlawful use shall be made of any Lot, or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof, and all regulations of the Association, shall be observed.

**ALL OWNERS, OCCUPANTS AND USERS OF RIVER PLANTATION ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS,**

**CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES, INCLUDING BUILDERS WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO RIVER PLANTATION. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF RIVER PLANTATION, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO RIVER PLANTATION WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF RIVER PLANTATION HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.**

Section 12. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a sign of not more than four (4) square feet in area may be used solely to advertise the Lot for sale or rent, or standard size street number identification signs. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, or signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Signs may not be installed to embarrass, harass, or offend the Declarant, any Builder or any Owner any owner of Lots within the Property.

Section 13. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant as part of the Work, 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 shall be responsible for all costs of maintaining, repairing, and replacing both the exterior and interior portion situated on or along such Lot. The Association shall maintain the buffering, landscaping, sidewalk and walls, which are, locate within any landscape buffer easement for which the Association has assumed maintenance responsibilities. Notwithstanding the foregoing, however, any portion of a lot that lies away from a wall or fence installed by the Declarant shall be maintained by the Association. Any such wall shall be considered part of the perimeter screening regardless of whether it is located in a 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 Lot 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 reasonably 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. The Association shall be responsible for all costs of maintaining and repairing the exterior portions of walls, fencing, signs and landscaping located on wall, landscaping and planter easements, as shown on the Plat.

Section 14. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees, which have a diameter in excess of three (3") inches of diameter at breast height, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Owners shall install and maintain such street trees as may be required pursuant to applicable Manatee County rules and regulations. All fuel tanks, soft water tanks, air conditioner compressor units, 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 and installed and maintained in accordance with specifications of the Tampa Electric Co. or other applicable utility plans for such installation.

Section 15. Wetland Conservation Areas. The responsibility for repair and general maintenance of the Wetland Conservation Areas is that of the Association. The Association has the power to operate and maintain Common Areas, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 16. 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 for such structures, and as required by applicable law. Above ground swimming pools are not permitted.

Section 17. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including: all landscaping located thereon, in first-class condition and repair, and otherwise in accordance with Association Rules established from time to time by the Association, 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, including any landscaped area up to the paved street; 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 Association. If the Association 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 Association shall have, in addition to all other rights set forth in this Declaration, at law or in equity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 18. 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 without the approval of the Architectural Control Committee. Notwithstanding the foregoing, satellite dish antennae eighteen inches (18") in diameter or smaller may be installed in the rear yard with landscape screening, all of which shall be subject to the prior approval of the Architectural Control Committee. No clothesline, permanent or portable, shall be installed in the yard of any Lot, except in the rear yard and behind the dwelling structure, so as not to be visible from any street or from any other Lot.

Section 19. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 20. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers, motor homes, mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, recreational vehicles, off-road vehicles, tandem axle vehicles, motorcycles, campers, habitable motor vehicles of any kind, boats, or boat and other trailers, shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages. Notwithstanding the foregoing, passenger automobiles (including SUVs and light trucks) may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vehicle, boats, or trailers on the Lots. All vehicles, boats 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. Declarant intends for River Plantation to be a first class residential neighborhood. This Section shall be liberally interpreted to permit the Association or any other party having the right to enforce these restrictions to keep the streets within the subdivision free from congestion and from the parking, repair, or storage of unsightly or oversize vehicles and other rolling stock that may detract from the character of the subdivision.

Section 21. 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 Association. Trash for pickup

may be put out for a period not to exceed 12 hours prior to pick-up and empty trash containers shall be removed immediately after pickup. All residents must have installed a garbage disposal unit of good quality and at all times in working order so as to keep to a minimum the existence of waste foods type garbage for street collection.

Section 22. 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 the surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 23. Wells. The use of public potable water supply for irrigation is prohibited. Owners may, upon approval of the Architectural Control Committee and applicable governmental agencies, install water wells on their Lots. The use of water from such wells shall not cause discoloration of Structures.

Section 24. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, natural gas, cable television and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 25. 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.

Section 26. Garages. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. Garages shall be used only for parking motor vehicles, hobbies, and storing Owner's household goods. Garages may be either attached or detached from the residence. All garages must be substantial and conform architecturally to the dwelling to which they relate. All attached or detached garages in this subdivision must at all times contain a garage door in good operating condition and be of a quality which is satisfactory to the Declarant. Each garage door must incorporate an electric device for opening and closing said door, which shall be in good working condition at all times. The electric opening and closing device shall be capable of being operated from inside the garage and remotely from a motor vehicle. The primary use of all garages in the subdivision shall be for the storage of motor vehicles. All garage doors must be closed at all times with the exception of ingress to or egress from the interior of said garage. Any garage of a model home that has been converted to an office or other living space by the Declarant may remain in such state, and the Owner shall not be required to return it to its original garage condition.

Section 27. 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.

Section 28. Roofs. All roofs (with the exception of (1) covered lanais and (2) small design areas which may have a slope as shallow as 3/12 if approved by the ACC) shall have a slope or pitch of a minimum of six feet of rise for each twelve feet of lateral distance, or 6/12 and be approved by the ACC. The main roof of the residence shall have a pitch of not less than 6 to 12. All dwellings, including any pool cabana, shall use high quality architectural shingles. The Owner of each residence with a white or light colored roof shall have such roof professionally and completely cleaned and maintained, so as to eliminate dirt and mildew, at least once each two (2) years, beginning with the date of completion of such residence.

Section 29. Basketball Goals. No basketball goals, permanent or portable, shall be permitted on individual lots.

Section 30. Clearing and Landscaping. Any clearing on a Lot in excess of that required for the dwelling footprint and access thereto must be approved by the Architectural Control Committee and should be kept to a minimum. Landscaping with Floridascape plant species is recommended, with minimum areas of sod. All sod shall be bermuda grass. The streetscape area must be fully sodded and irrigated. The Architectural Control Committee may adopt standards for landscaping which include requirements for Floridascape plantings for water conservation.

No land clearing, filling, grading, shrub or tree removal or pruning of any landscaping or other work shall be done until the owner of a Lot, shall have submitted to ACC detailed plans for the landscaping of such lot upon which such work is proposed to be accomplished and shall have received from ACC written approval of any such work. Prior to construction of any building or facility of any kind on any lot, landscaping plans for such lot must be approved in writing by ACC.

Section 31. Sprinkler System. Each Lot with a residence thereon, whether occupied or unoccupied, shall have an installed, underground sprinkler system in working order which provides full coverage for ground areas on said Lot consistent with the Manatee County Landscape Ordinance. With respect to those Lots (and only those Lots), sprinkler coverage shall not be required in the rear buffer areas that are to remain in their natural condition. Front and side yards shall otherwise comply with the required sprinkler coverage stated herein. Such sprinkler system may use well water subject to the restriction in Section 23 of this Article.

Section 32. Setbacks. Except as specifically provided in this paragraph, all dwellings shall be subject to the following setbacks seven and one half (7.5) feet from the side Lot line, twenty (20) feet from the front Lot line, and twenty (20) feet from the rear Lot line.

Section 33. Solar Equipment. Solar hot water heating and equipment constructed or used in connection with a residence shall be permissible, provided that, to the extent allowable by law, such installations shall not be visible from any road or adjacent property within the Subdivision and shall require approval by the Architectural Control Committee to the extent allowable by law.

Section 34. Watercraft/Use of Lakes. No watercraft of any kind may be used, docked or otherwise launched from any Lot abutting a lake within the Subdivision. Nor shall any motorized watercraft be used in the Manatee River or Gamble Creek for any purpose. Further, the Board of



Directors of the Association may further limit the use of the lake from time to time. No Owner, guest, invitees, agents, or tenant may store or park a boat or other watercraft and/or boat trailer within his Lot, except within a fully-enclosed garage.

Section 35. Special Conditions Required by Manatee County.

(a) The perimeter Lots in Phase 1 bordering Mulholland Road shall be single-family, detached homes, no more than one story with a maximum building height of 22-feet as Building Height is defined. "Building Height" is defined in the Manatee County Land Development Code. Any pool cages or other screened cages shall not exceed the height of the home and shall utilize materials of a dark color such as black or bronze.

(b) All lots bordering Mulholland Road and the west boundary of River Plantation Phase 1 shall have a minimum rear yard setback of 20-feet and shall not include the 30-foot wide roadway landscape buffer.

(c) The 30-foot wide roadway landscape buffer along Mulholland Road and within River Plantation Phase 1 shall be a minimum of 10-feet in height and retain an 85% opacity. Once the landscaping is planted and reaches the required height and opacity, it shall be maintained and allow to grow in its natural form. Any violation of the requirements hereunder shall likewise constitute a violation of Manatee County regulations.

(d) The 30-foot greenbelt buffer along the west boundary line of River Plantation Phase 1 shall be maintained pursuant to Manatee County requirements. The canopy trees and shrubbery within such buffer shall contain a minimum height of 10-feet and 95% opacity. Any violation of the requirements hereunder shall likewise constitute a violation of Manatee County regulations.

(e) The design and shielding of any on-site lighting for Common Area shall comply with Section 709.2.2 of the Manatee County Land Development Code. Pole and building mounted lights shall be limited to 20-feet in height and directed to the interior of the development using horizontal cut-off fixtures.

(f) Manatee County accepts no obligation relative to Gamble Creek to maintain, change, improve, clean, repair erosion or restore natural changes in the course of the stream bed.

Section 36. Leasing. Dwellings may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a dwelling. Individual rooms of a dwelling may not be leased on any basis. No transient tenants may be accommodated in a dwelling.

(a) Lease Requirements. All leases or occupancy agreements of dwellings (collectively, "Lease Agreements") are subject to the following provisions:

(i) All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association if so requested by Association;

(ii) All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;

(iii) The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time;

(iv) The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;

(v) No Lease Agreement may be for a term of less than one (1) year;

(vi) No dwelling may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

(vii) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

(viii) The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner.

(ix) All Lease Agreements shall require the Home to be used solely as a private single family residence;

(x) Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association, which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

(xi) Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with

the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

(b) Maximum Number of Tenant Occupants per Dwelling. Each leased dwelling shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any dwelling, including overnight guests and professional caregivers, shall be as follows:

(i) In the event the dwelling contains two (2) bedrooms, no more than four (4) persons shall be permitted;

(ii) In the event the dwelling contains three (3) bedrooms, no more than six (6) persons shall be permitted;

(iii) In the event the dwelling contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

(c) Right to Use Common Areas. During such time as a dwelling is leased, the Owner of such dwelling shall not enjoy the use privileges of the Common Areas appurtenant to such dwelling.

(d) Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the dwelling and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the dwelling, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a dwelling to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 37. Exemption of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Declarant and its designated assigns.

Section 38. Exemption of Declarant and Builders. Every person, firm or corporation purchasing a Lot recognizes that Declarant or Builders shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Declarant's and Builder's rights as defined in Sections 37 and 38 shall terminate when the last Lot is sold to a resident or December 31, 2014, whichever occurs later, unless prior thereto Declarant has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or Builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lots which Declarant or builder may own. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant or a Builder.

**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. Right of Abatement

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 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-five (25) years from the date this

Declaration is filed for record in the Public Records of Manatee 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. Amendments.

(a) Until the termination of the Class B Control Period, Declarant may unilaterally amend this Declaration for any purpose, provided the Amendment has no materially adverse affect upon any rights of any affected Owner.

(b) 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 and at which a quorum is present. Any amendment, to be effective, must be recorded.

(c) 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 that 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 Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Should Declarant, or its successor, or any assignee of Declarant engaged in the development of the Property request any change of zoning or modification of zoning from the then present land zoning of any adjacent or other lands in the vicinity, all Lot Owners and residents agree to allow Declarant (hereinafter including such successors and assigns) to make such requests and seek such changes as it, in its discretionary judgment, deems proper and best, and Owners and the Association agree not to protest or impede any such request or change in any way, it being agreed that the Declarant's discretionary judgment referred to above shall be the means to determine what shall best benefit the area in the vicinity of and including this subdivision.

Section 5. 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 6. 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 7. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 8. 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 9. 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 10. 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.

Section 11. Additional Property. Declarant reserves the right to add to the real property, the subject of this Declaration, by filing in the Public Records of Manatee County, a Supplemental Declaration as to the additional property which provides that it shall be added to the property herein described and subject to all the terms and conditions of this Declaration. The Declarant shall not, however, add any property to this Declaration by annexation other than land intended for the construction of Dwellings or lands intended for use as Common Property.

## ARTICLE IX LITIGATION

Section 1. Association Litigation. Except as provided in this section, the Association shall not commence a judicial or administrative proceeding without prior approval of at least seventy five percent (75%) of the voting members. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the governing documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article IV; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 2. Alternative Dispute Resolution. The Declarant, the Association, its officers, the Directors, and committee members, all persons subject to this Declaration and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the properties without the emotional and financial costs of litigation. Accordingly each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances or disputes described in Section 3 ("Claims") using the procedures set forth in Section 4 ("Mandatory Procedures").

Section 3. Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents, or relating to the design or construction of improvements on the Properties, shall be subject to the provisions of Section 5.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 4:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article IV (Association finances);

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article V (Architectural Control) and Article VI (General Covenants and Restrictions);

(c) any suit between Owners which does not include the Declarant or the Association as a part, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 4.

Section 4. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice") stating plainly and concisely:

1. the nature of the Claim, including the Persons involved and Respondent's role in the Claim;



2. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
3. Claimant's proposed remedy; and
4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation

(1) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(2) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if the Association is not a Party and the Board, in its discretion, believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation

(1) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation pursuant to the provisions of Rule 1.700 of the Florida Rules of Civil Procedure.

(2) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Part to the foregoing proceedings.

(3) Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(d) Arbitration

(1) If the Parties do not resolve the Claim through mediation, the Claimant shall have 30 days following termination (as determined by the mediator) of the mediation proceedings ("Termination of Mediation") to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "D" or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim;

provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a Party to the foregoing proceedings.

(2) Unless the Parties agree in writing to be bound by the arbitrator's decision (the "Award") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

Section 5. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 4 (a), (b), and (c) , including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 4(c).

(b) Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 5(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

If any of the Parties rejects the Award and pursues a judicial resolution under Section 4(d)(2), and the final judgment is either the same as the Award or more advantageous to any nonrejecting Party, each such nonrejecting Party shall be entitled to recover its Post Mediation Costs from the rejecting Party. If there is more than one rejecting Party, such nonrejecting Party's Post Mediation Costs shall be allocated pro rata among all rejecting parties.

Section 6. Enforcement of Resolution If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 4 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 4. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' and paralegals' fees and court costs.

ARTICLE X  
DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the articles of incorporation, by-laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of River Plantation including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or

subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Manatee County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety, security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

The Property contains corridors, trails and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or common areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

NEITHER DECLARANT NOR THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE

DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

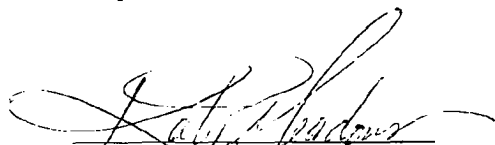
ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO THE PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT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


The Property is located in close proximity to agricultural uses, including the possible use of herbicides and of odors and noises associated with agricultural uses.

As used in this article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

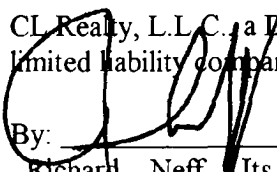
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers "hereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared in the presence of:

  
Print name: Katy Meadows

  
Print name: Nicholas Ziers

CL Realty, L.L.C., a Delaware limited liability company

By:   
Richard Neff, Its Attorney in Fact as provided in OR Book 1889, Page 5842, of the Public Records of Manatee County, Florida

Dated: December 15, 2004

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of December, 2004, by Richard Neff, as Attorney-in-Fact, for CL Realty, L.L.C., a Delaware limited liability company on behalf of the company. He is personally known to me or produced as identification.

[Seal]



Katy Meadows  
Commission #DD147084  
Expires: Sep 03, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

Katy Meadows  
Notary Public  
State of Florida  
Print Name: Katy Meadows  
Commission Expires: 09/03/06

Exhibit "A"

(Legal Description)

All Lots and Tracts located in RIVER PLANTATION PHASE I, according to the plat thereof as recorded in Plat Book 45, Pages 93-115, inclusive, of the Public Records of Manatee County, Florida.

## EXHIBIT "D"

### Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify any Florida chapter of The Community Associations Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There will be no post-hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.



**EXHIBIT "E"**

**NOTICE TO BUYERS**

To the Purchasers of Lots in River Plantation, a subdivision in Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your lot is subject to:

- 1.) The Declaration of Covenants, Conditions, Restrictions and Easements for River Plantation, as amended (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.
- 2.) Ownership of a lot in said Subdivision automatically makes you a member of the River Plantation Homeowners' Association, Inc., a Florida non-profit corporation, and you are subject to its Bylaws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
- 3.) River Plantation Homeowners' Association, Inc., owns and has the right and power to assess and collect, as provided in its Bylaws, the costs of maintenance of the Common Property, which you have the right to enjoy, as well as other costs as provided in the Declaration, in accordance with the Declaration. A proposed budget for the first ten years is attached as Exhibit "A", but is subject to adoption, amendment and/or modification by the Board of Directors.
- 4.) The initial proposed assessment by the Association is \$900 annually for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
- 5.) The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to final site plan approval for River Plantation. Such plan approval requires that each Lot owner plant one (1) canopy for every fifty (50) linear feet of right-of-way in accordance with the lot tree chart set forth below, each tree having a minimum of two and one-half inch (2 ½") caliper at planting, with the additional requirements that (i) trees shall be planted within the first twenty (20) feet of the front yard, but not within a public or private utilities easement, and not closer than twenty five (25) feet unless a decorative grouping or alternative method is chosen and approved by Manatee County; (ii) trees must meet the requirements of Sections 715.4B and 715.3.4 of the Manatee County Land Development Code; (iii) existing native trees should be used to fulfill the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. ARC approval as required by the Declaration shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without

appropriate permits and authorizations provided by Manatee County, Florida. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an Owner has failed to comply with the foregoing requirements, then after notice and compliance with the procedural requirements of the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. A "Tree Planting Summary", which defines requirements for approved Subdivision tree installation, is attached hereto.

- 6.) Landscape plantings and irrigation shall be provided at various Common Area and Landscape Buffer locations within the Subdivision, as shown in the Final Site Plan for River Plantation. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of the River Plantation Homeowners' Association, Inc., to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and planting shall be borne as a Common Expense by the Association.
- 7.) It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the Manatee County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future.
- 8.) Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes and Easement Grantee, the Manatee County Land Development Code and the following provisions.

Prohibited Acts and Uses. Any activity on or use of the Conservation easement Property inconsistent with the purpose of a Conservation easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (i) constructing or placing buildings, roads, signs, billboards, or other advertising utilities or other structures on or above the ground;
- (ii) dumping or placing soil or other substances or material as landfill or dumping or lacing of trash, waster or unsightly or offensive materials;
- (iii) removing, mowing, trimming or destroying trees, shrubs, or other vegetation;
- (iv) excavating, dredging, or removing loam, pat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;
- (v) using the surface area of the Conservation Easement, except for purposes that permit the land or water areas to remain predominantly in its natural condition;

(vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(vii) acting upon or using the Conservation Easement in a manner detrimental to such retention of land or water areas:

(viii) acting upon or using the Conservation Easement in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

(ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and

(x) applying of herbicides, pesticides, or fertilizers.

9.) Neighboring agricultural uses may be ongoing. This may include the use of pesticides and herbicides, and may have odors and noises associated with such uses.

10.) A Hurricane Evacuation Plan for this development has been approved by the Public Safety Department. This plan is to be distributed to all homeowners with the Declaration, and shall be distributed annually to all residents.

11.) The following language is included as part of the deed restrictions for each Lot:

- Unless otherwise specified by the terms of the applicable Southwest Florida Water Management District permit, two copies of all information and reports required by the applicable permit shall be submitted to:

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

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

- No Owner within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.
- No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited

to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the Subdivision includes a wetland mitigation area, as defined in Section 1.7.24, or a wet detention pond no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

- The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.
- Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities.
- If the Association ceases to exist, all of the Lot Owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.4.h.
- For Subdivisions which have on-site wetland mitigation as defined in Section 1.7.24, which requires on-going monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is (are) successful in accordance with the Environmental Resource Permit.
- Each property Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
- The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

- The removal of littoral shelf vegetation (including cattails) from we detention ponds is prohibited unless otherwise approved by the District. Removal included dredging, the application of herbicide, cutting, and the introduction of grass carp. Any

questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Regulation Manager, Sarasota Service Office.

- All Lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Sarasota Regulation Department) as part of the deed restrictions:

"The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Regulation Manger."

- The perimeter Lots in Phase 1 bordering Mulholland Road shall be single-family, detached homes, no more than one story with a maximum building height of 22-feet as Building Height is defined. "Building Height" is defined in the Manatee County Land Development Code. Any pool cages or other screened cages shall not exceed the height of the home and shall utilize materials of a dark color such as black or bronze.
- All lots bordering Mulholland Road and the west boundary of River Plantation Phase 1 shall have a rear yard setback of 20-feet and shall not include the 30-foot wide roadway landscape buffer.
- The 30-foot wide roadway landscape buffer along Mulholland Road and within River Plantation Phase 1 shall be a minimum of 10-feet in height and retain an 85% opacity. Once the landscaping is planted and reaches the acquired height and capacity, it shall be maintained and allow to grow in its natural form. Any violation of the requirements hereunder shall likewise constitute a violation of Manatee County regulations.
- No watercraft of any kind may be used, docked or otherwise launched from any Lot abutting a lake within the Subdivision. Nor shall any motorized watercraft be used in the Manatee River or Gamble Creek for any purpose.
- River Plantation Phase 1 is located downstream of the Lake Manatee Dam, from which waters periodically release.
- There is a possibility of a future bridge and road widening at the end of Ft. Hamer Road, across Manatee River, connecting to Upper Manatee River Road as shown on the Manatee County Throughfare Plan.
- Prior to the development of River Plantation Phase 2, agricultural activities may continue on such adjacent property.
- River Plantation falls in Zones X and AE with Base Flood Elevations of 10-feet through 13-feet above M.S.L., per FIRM Panel 1201530220C. Lots 86 through 90

and 202 through 235 lie within Flood Zone AE. None of the Lots in Phase 1 encroach into the floodway.

- Per FEMA 44 CFR 60.3.c.2., AE zone shall have the lowest habitable finished floor elevated to or above B.F.E. and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at base flood plus a one (1) foot freeboard (flood protection elevation). Simply put, the finished floor of the homes within the AE zone must be one (1) foot over the base flood elevation.
  - If it is determined that any of the structures are in the AE zone, a Floodplain Management Permit will be needed for submittal along with the building permit application.
  - A sealed survey showing the FIRM panel number, flood zones and floodway lines delineated, an interpolated base flood elevation, with existing and proposed grades of the lot, must be submitted at the time of building permit application. If there is a FEMA approved LOMR for a specific lot the surveyor will need to note the case number on the survey.
  - THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE AND THAT THE FLOOD DETERMINATION MADE BY THEIR LENDER MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.
- 12.) Manatee County has no obligation relative to Gamble Creek to maintain, change, improve, clean, repair erosion, or restore natural changes in the course of the stream bed.
- 13.) Attached to and as part of this Notice to Buyer, are copies of the following: location of passive parks, open space, active recreation areas, nature trail and canoe launch; location within the CEA, CSVA, CH, CPA, and 100-year and 25-year flood plains relative to the Property; and a hurricane evacuation plan approved by the Public Safety Department of Manatee County as of 2004.

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

**EXHIBIT "A" TO EXHIBIT "E"  
RIVER PLANTATION PHASE I**

	ANNUAL HOMEOWNER ASSOCIATION BUDGET									
	TEN YEAR FISCAL PROGRAM *									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>ADMINISTRATIVE EXPENSE:</b>										
Accounting/Tax Preparation	720	738	756	775	794	814	834	855	877	899
Accounting/Review Audit	3600	3690	3708	4635	4751	4870	4991	5116	5244	5375
Ad Valorem Taxes	6000	6150	6303	6461	6622	6788	6958	7132	7310	7493
Insurance - Liability	4200	4305	4412	4522	4636	4751	4870	4992	5117	5245
Insurance - D & O	4560	5198	5327	5461	5597	5737	5881	6028	6178	6333
Legal Expense	6000	6150	6303	6461	6622	6788	6958	7132	7310	7493
Management Fees	39480	40467	41478	42515	43578	44667	45784	46929	48102	49305
Office Expense	6000	6150	6303	6461	6622	6788	6958	7132	7310	7493
Capital Reserve	54960	56334	57742	59185	60665	62182	63736	65330	66963	68637
Operating Contingency	27480	28167	28871	29592	30332	31091	31868	32665	33481	34318
<b>GROUND SERVICES EXPENSE</b>										
Grounds Monthly Maintenance	81600	83640	85731	87874	90071	92322	94630	96996	99421	101907
Irrigation System Repairs	7200	7380	7564	7753	7947	8146	8349	8558	8772	8991
Street Lighting	31680	32472	33283	34115	34968	35843	36739	37657	38599	39563
Pond/Wetland Management	25000	25625	26265	26922	27595	28285	28992	29717	31202	31983
Electric	4800	4920	5043	5169	5298	5430	5566	5705	5848	5994
Water	5760	5904	6051	6202	6357	6516	6679	6846	7018	7193
Irrigation repair/maintenance	21600	22140	22693	23260	23842	24438	25049	25675	26317	26975
Swimming Pool Maintenance	6000	6150	6303	6461	6622	6788	6958	7132	7310	7493
Cabana Maintenance	5040	5166	5295	5427	5563	5702	5844	2990	6140	6294
Tennis Court Maintenance	3840	3936	4034	4135	4238	4344	4453	4564	4678	4795
<b>TOTALS:</b>	<b>345520</b>	<b>354682</b>	<b>363465</b>	<b>373386</b>	<b>382720</b>	<b>392290</b>	<b>402097</b>	<b>409151</b>	<b>423197</b>	<b>433779</b>
Total per Unit:	754.41	774.41	793.59	815.25	835.63	856.53	877.94	893.34	924.01	947.12

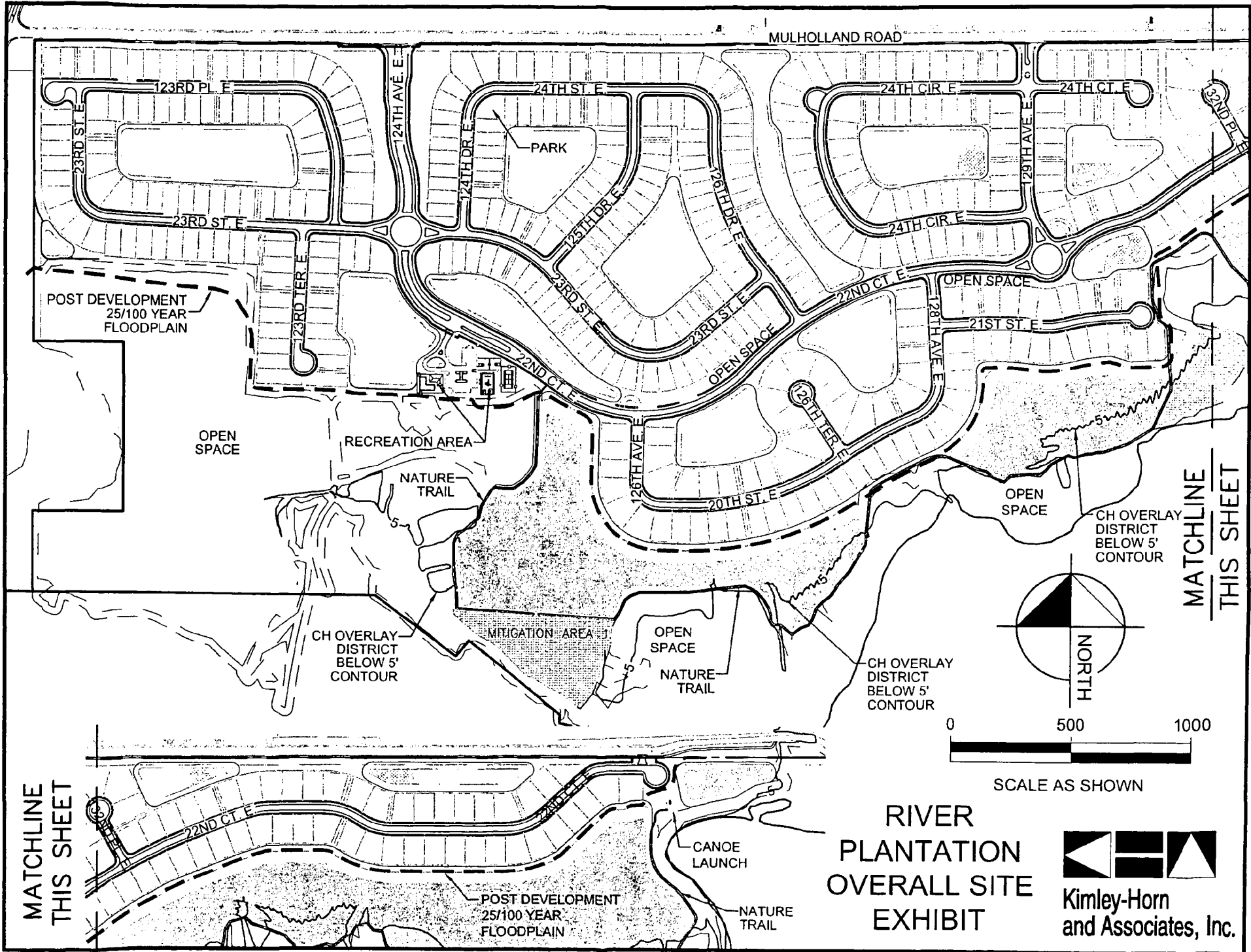
\*This budget is only a projected forecast. Actual costs and assessments will be effected by a variety of factors including economic expansion or reduction in the scope of services directed by the Board of Directors & the availability of vendors & contractors.

PHASE 1

Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required	Lot Number	Trees Required
1	5	41	1	81	1	121	1	161	1	201	1
2	1	42	1	82	2	122	1	162	2	202	1
3	2	43	2	83	1	123	1	163	1	203	2
4	1	44	1	84	1	124	1	164	1	204	1
5	1	45	1	85	2	125	1	165	1	205	2
6	2	46	1	86	1	126	1	166	1	206	1
7	1	47	2	87	1	127	2	167	1	207	1
8	1	48	1	88	1	128	1	168	1	208	2
9	2	49	1	89	1	129	1	169	1	209	1
10	1	50	2	90	2	130	1	170	1	210	2
11	1	51	1	91	2	131	2	171	1	211	1
12	1	52	2	92	1	132	3	172	1	212	2
13	3	53	1	93	1	133	2	173	3	213	1
14	3	54	1	94	2	134	1	174	2	214	2
15	2	55	2	95	1	135	1	175	1	215	1
16	2	56	1	96	1	136	1	176	1	216	2
17	1	57	2	97	2	137	1	177	1	217	1
18	4	58	1	98	1	138	1	178	3	218	2
19	2	59	1	99	1	139	3	179	1	219	1
20	1	60	2	100	1	140	1	180	1	220	1
21	1	61	1	101	1	141	1	181	2	221	1
22	1	62	1	102	1	142	1	182	1	222	1
23	2	63	2	103	2	143	1	183	1	223	1
24	1	64	1	104	1	144	1	184	2	224	1
25	1	65	1	105	2	145	1	185	2	225	3
26	2	66	2	106	1	146	1	186	1	226	4
27	1	67	1	107	1	147	1	187	4	227	4
28	1	68	1	108	2	148	1	188	1	228	2
29	2	69	1	109	1	149	1	189	2	229	2
30	3	70	1	110	1	150	2	190	1	230	2
31	2	71	2	111	1	151	3	191	1	231	1
32	2	72	1	112	1	152	1	192	1	232	3
33	2	73	1	113	1	153	2	193	1	233	3
34	1	74	1	114	1	154	1	194	1	234	3
35	5	75	2	115	1	155	2	195	1	235	1
36	1	76	1	116	1	156	1	196	1		
37	1	77	1	117	2	157	2	197	1		
38	2	78	2	118	1	158	1	198	1		
39	1	79	1	119	1	159	2	199	1		
40	1	80	2	120	1	160	1	200	2		
<b>TOTALS:</b>	<b>70</b>		<b>53</b>		<b>50</b>		<b>54</b>		<b>54</b>		<b>60</b>
<b>GRAND TOTAL:</b>	<b>341</b>										

Note: All Trees to be Canopy Trees 2.5' Minimum Calliper, 12' Height, 4' Spread

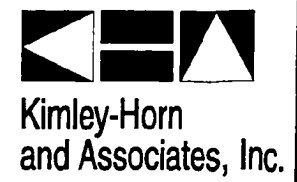




MATCHLINE THIS SHEET

MATCHLINE THIS SHEET

# RIVER PLANTATION OVERALL SITE EXHIBIT



## EXHIBIT "F"

RIGHT OF ENTRY  
andCOMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Supplement to Declaration of Covenants, Conditions, and Restrictions for RIVER PLANTATION PHASE-I Subdivision

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

updated 6/20/95

## EXHIBIT "G"

List of Holdings  
at  
**River Plantation Phase- I**

The following is a list of holdings at River Plantation Phase-I presently under construction, to be completed by the Developer, to wit:

1. Tract 1: Public Drainage Easement; Private Open Space; Lift Station Easement
2. Tract 2: Private Drainage Area; Public Flowage Easement
3. Tract 3: Private Drainage Area; Public Flowage Easement
4. Tract 4: Public Drainage, Utility, & Landscape Easement; Private Open Space;  
Non-Ingress/Egress Easement
5. Tract 5: Private Drainage Area; Public Flowage Easement
6. Tract 6: Private Drainage Area; Public Flowage Easement; Lift Station Easement
7. Tract 7: Private Drainage Area; Public Flowage Easement
8. Tract 8: Public Drainage, Utility, & Landscape Easement; Private Open Space;  
Non-Ingress/Egress Easement
9. Tract 9: Private Park
10. Tract 10: Private Drainage Easement; Private Open Space
11. Tract 11: Private Drainage Easement; Private Open Space
12. Tract 12: Open Space Conservation Easement; Public Drainage, Maintenance, &  
Access Easement
13. Tract 13: Public Drainage, Utility, & Landscape Easement; Private Open Space
14. Tract 14: Private Drainage Area; Public Flowage Easement
15. Tract 15: Private Open Space; Private Drainage Easement
16. Tract 16: Private Drainage Area; Public Flowage Easement
17. Tract 17: Private Recreational Area; Amenities: 2224 SF Clubhouse; 2069 SF Pool;  
4117 SF Pool Deck; Tot Lot with Playground Equipment; Basketball Court;  
Tennis Court; Bicycle Rack
18. Tract 18: Public Drainage & Utility Easement; Private Open Space

## EXHIBIT "H"

### MAINTENANCE PROGRAM

It is anticipated that the budgetary information submitted for the first year of operations will provide for adequate funds to maintain and operate the facilities provided by Developer.

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

The maintenance of the open space areas, depicted on the plat, will include appropriate routine mowing, tree trimming pest and weed control, irrigation repair, plant trimming and replacement and lake cleaning and treatment.

The lake areas require continual inspection and maintenance, provision for which has been made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by the River Plantation Homeowner's Association, Inc. to which the Declaration is subject.

In all events, a program is being established and will be established respecting all areas of the Subdivision, so as to assure compliance with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

Southwest Florida Water Management District Permit \_\_\_\_\_ The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following Schedule.