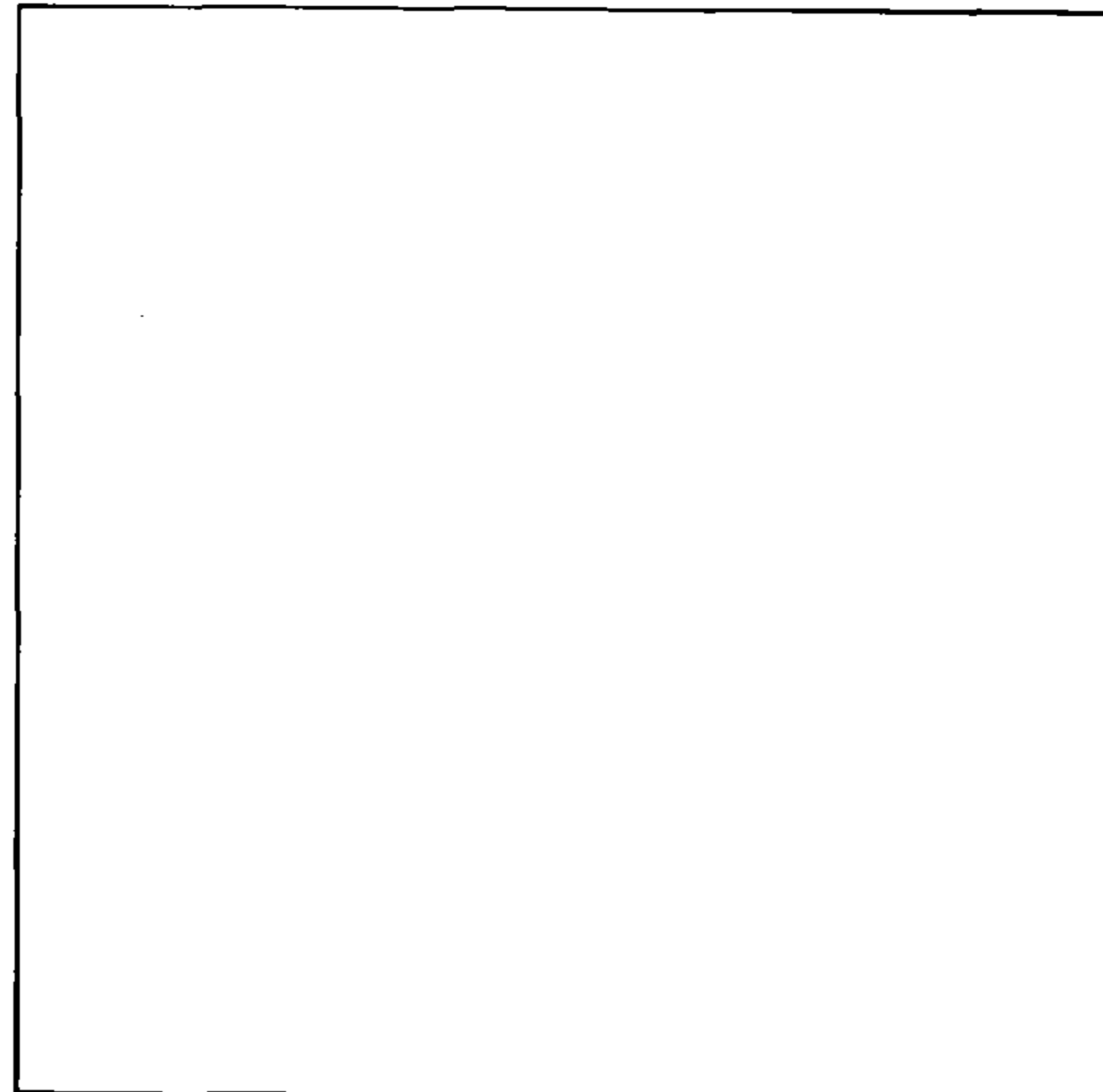


Prepared by and return to:
Douglas C. Roland, Esq.
Brickleyer, Smolker & Bolves
500 E. Kennedy Blvd., Suite 200
Tampa, Florida 33602

**FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
RIVER PLANTATION**

WHEREAS, CL Realty, L.L.C., a Florida limited liability company, is the Declarant of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of River Plantation (the "Declaration"); and



WHEREAS, the Declaration provides for the creation of the River Plantation Homeowners' Association, Inc. (the "Association"); and

WHEREAS, the Declaration was recorded in Official Record Book 1979, Page 2983 of the Public Records of Manatee County, Florida; and

NOW, THEREFORE, the Declaration is amended as follows:

I. Article VI, Section 3.(b), is hereby deleted in its entirety and replaced by the following:

"Section 3. Building Requirements.

(b) Drainage Requirements. Dwellings constructed shall drain to a dedicated drainage system as may be required by applicable drainage permits. Downspouts and gutters are permissible but not required. Any installation shall conform with the requirements of the ACC."

II. Article VI, Section 30, the first paragraph, is hereby deleted in its entirety and replaced by the following:

"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 floritam 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.

III. Article VI, Section 10 is hereby deleted and replaced with the following:

“Section 10. Animals. 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. Other than vicious breeds and/or uninsurable pets (e.g., pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association), Owners may keep domestic pets as permitted by this Declaration. 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.”

IV. Article VI, Section 12 is hereby deleted and replaced with the following:

“Section 12. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of River Plantation that is visible from the outside without the prior approval being first obtained from the Architectural Control Committee as required by this Declaration; provided, however, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed 4 ½ feet by 6 feet. No "for

sale," "for rent" signs or other signs advertising the sale, renting or leasing of a Lot and/or Dwelling shall be displayed on or within any Lot and/or Dwelling. No in-ground flagpoles shall be permitted within River Plantation, unless written approval of the Architectural Control Committee is obtained. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Lot and/or Dwelling shall be permitted. No signs shall be permitted to be displayed on or within vehicles parked or kept within River Plantation and visible from the outside, including without limitation, lettering or display on a vehicle used in a trade or business. Declarant and Builders are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns, including Builders, the right, privilege and easement to construct, place and maintain upon any property within River Plantation such signs as they deem appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and/or Dwellings. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services."

V. Article VI, Section 20 is hereby amended by the addition of the following sentence at the end of this section:


"Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles, trucks, trailers or other commercial vehicles used in connection with the construction, improvement, installation, or repair of Lots, Dwellings and Commons Areas by Declarant and/or Builders."

VI. Except as specifically provided herein, all remaining terms and conditions of the Declaration shall remain in full force and effect.

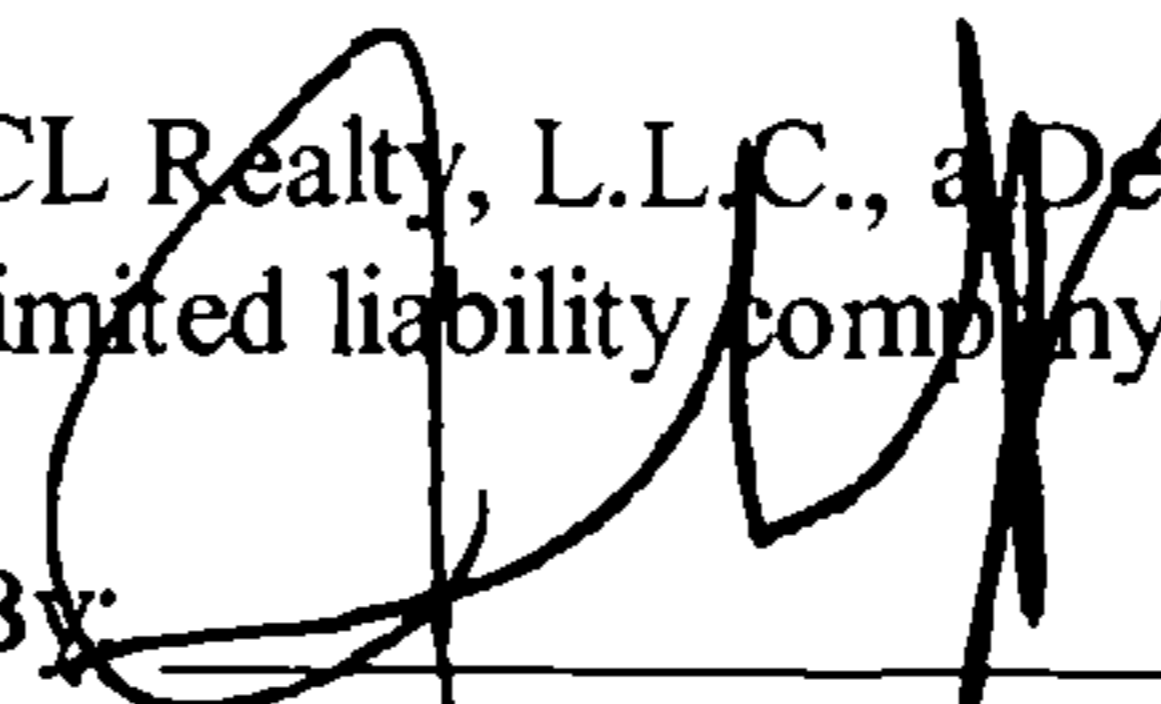
IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the 28th day of Feb., 2005.

Executed and declared in the presence of


Print Name: Mitchell Scott


Print Name: Angela M. Paradise

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


By: Richard Neff, Its Attorney in Fact as provided in OR Book 01980, Page 4158, of the Public Records of Manatee County, Florida


Dated: 2/28/05

STATE OF FLORIDA
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me this 28th day of Feb, 2005, 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]

ANGELA M LAFAYETTE
Notary Public, State of Florida
My Comm. Expires July 11, 2007
No. DD228014



Notary Public
State of Florida
Print Name: _____
Commission Expires: _____