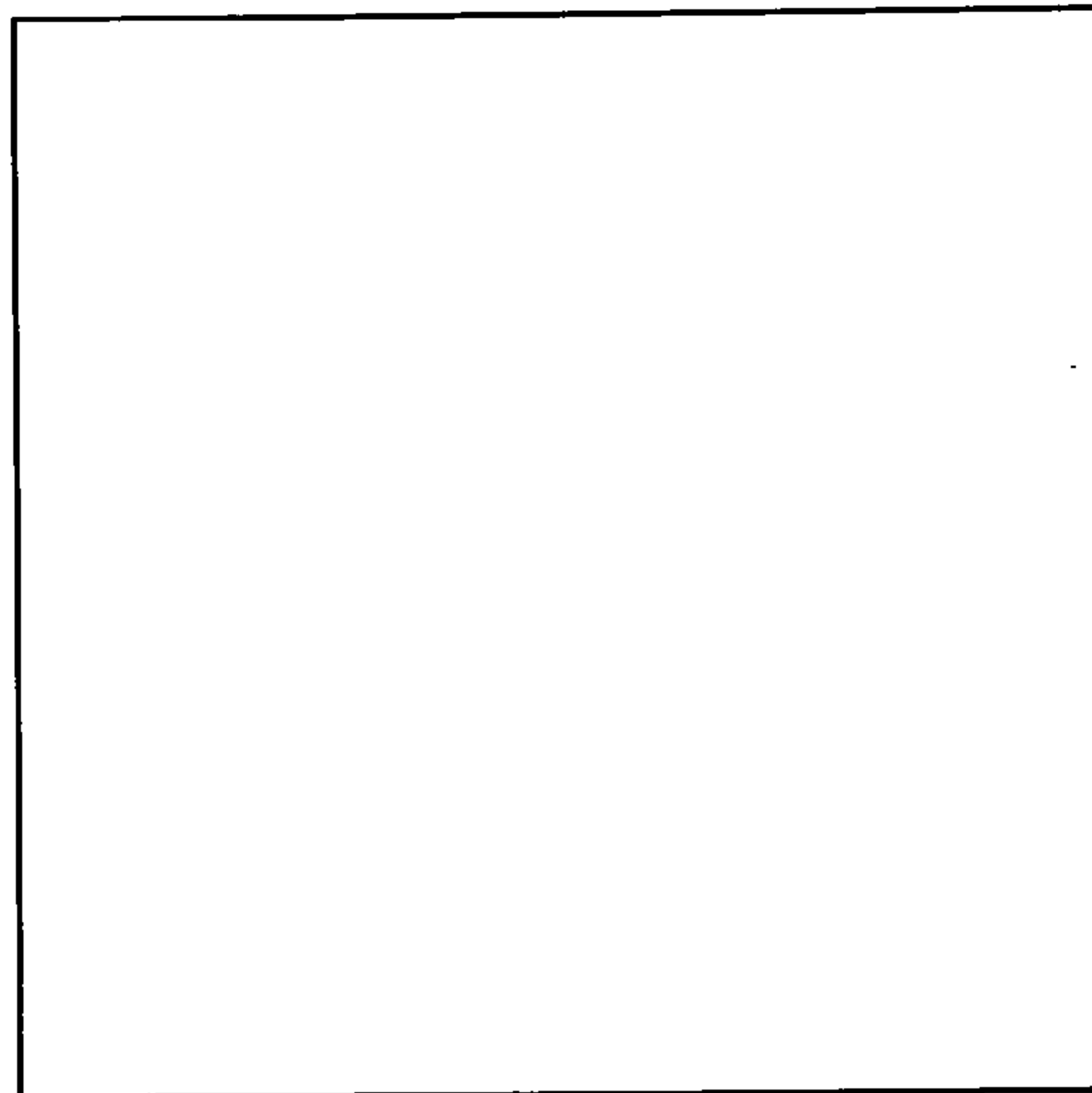


Prepared by and return to:  
Douglas C. Roland, Esq.  
Brickleyer, Smolker & Bolves  
500 E. Kennedy Blvd., Suite 200  
Tampa, Florida 33602

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

WHEREAS, CL Realty, L.L.C., a Delaware 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 was recorded in Official Record Book 1979, Page 2983, and amended by that certain First Amendment to the Declaration recorded in Official Record Book 2000, Page 7715, by that Second Amendment to the Declaration recorded in Official Record Book 02042, Page 7625, by that Third Amendment to the Declaration recorded in Official Record Book 2051, Page 5986, by that Fourth Amendment to the Declaration recorded in Official Record Book 2098, Page 5462, by that Fifth Amendment to the Declaration recorded in Official Record Book 2127, Page 1414, by that Sixth Amendment to the Declaration recorded in Official Record Book 2151, Page 1682, by that Seventh Amendment to the Declaration recorded in Official Recorded Book 2266, Page 546, by that Eighth Amendment to the Declaration recorded in Official Recorded Book 2266, Page 548, by that Ninth Amendment to the Declaration recorded in Official Recorded Book 2267, Page 7580, and by that Tenth Amendment to the Declaration recorded in Official Recorded Book ~~2273~~ Page ~~673~~, all of the Public Records of Manatee County, Florida; and

WHEREAS, in Article VIII, Section 4 Declarant reserved to itself the right to amend unilaterally this Declaration for any purpose; and

WHEREAS, unprecedented weakness in the single family housing market, the number of foreclosures in River Plantation and defaults by Owners in the payment of Assessments has disrupted and threatened the financial health of the Association to carry out its duties and responsibilities; and

WHEREAS, it is necessary to create an additional category of Assessment to address unexpected financial conditions; and

WHEREAS, Declarant has determined that the financial crisis above described and any future crises dictate an addition to the plan of Assessment set forth in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

- I. Article IV, Section 1, is hereby deleted in its entirety and replaced by the following:

“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," (iv) assessments for property taxes on Common Area, and (v) assessments that are required by unusual or extraordinary conditions that threaten the financial well-being of the Association hereinafter referred to as "Emergency Assessments", such assessments to be established and collected as hereinafter provided. The Annual, Special, Specific and Emergency 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.”

II. Article IV is further amended by the addition of the following:

“Emergency Assessments shall be determined and assessed by the Board of Directors at a special or regular meeting of the Board. Such assessments shall be utilized only to augment the Annual Assessments and shall be levied, if at all, no more than once each fiscal year.”

III. 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 Eleventh Amendment as of the 30 day of Sept 2008.

Executed and declared in the presence of:

Candy Stewart  
Print Name: Candy Stewart

B. A. Stewart  
Print Name: B. A. Stewart

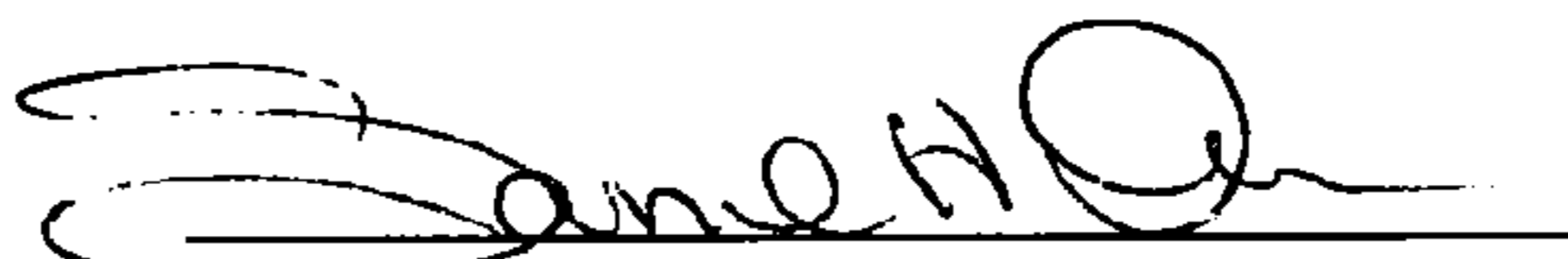
CL Realty, L.L.C., a Delaware limited liability company

By: Richard Neff  
Richard Neff, Its Attorney in Fact as provided in OR Book 2250, Page 4535, of the Public Records of Manatee County, Florida

Dated: 9/30/08

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30 day of Sept.,  
2008, 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  
Known as identification.



Notary Public

State of Florida

Print Name: Sandra H Oram

Commission Expires: 10-9-11

[Seal]



SANDRA H. ORAM  
MY COMMISSION # DD 712982  
EXPIRES: October 9, 2011  
Bonded Thru Budget Notary Services