

Prepared by and Return To:
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**EIGHTEENTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
RIVER PLANTATION**

WHEREAS, this Eighteenth Amendment is made this 14th day of January, 2015, by CARGOR CM PROPERTY INVESTMENTS, INC., a Florida corporation (“Cargor”).

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements of River Plantation (the “Original Declaration”) recorded December 8, 2004 in Official Records Book 1977, Page 1541 of the Public Records of Manatee County, Florida;

WHEREAS, the Original Declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of River Plantation (the “Amended Declaration”) recorded December 17, 2004 in Official Records Book 1979, Page 2983 of the Public Records of Manatee County, Florida;

WHEREAS, the Amended Declaration was subsequently amended as follows: by that certain First Amendment to the Declaration recorded in Official Records Book 2000, Page 7715, by that First Amendment to the Declaration (sic) recorded in Official Records Book 2001, Page 7224, by that Second Amendment to the Declaration recorded in Official Records Book 02042, Page 7625, by that Third Amendment to the Declaration recorded in Official Records Book 2051, Page 5986, by that Fourth Amendment to the Declaration recorded in Official Records Book 2098, Page 5462, by that Fifth Amendment to the Declaration recorded in Official Records Book 2127, Page 1414, by that Sixth Amendment to the Declaration recorded in Official Records Book 2151, Page 1682, by that Seventh Amendment to the Declaration recorded in Official Records Book 2266, Page 546, by that Eighth Amendment to the Declaration recorded in Official Records Book 2266, Page 548, by that Ninth Amendment to the Declaration recorded in Official Records Book 2267, Page 7580, by that Tenth Amendment to the Declaration recorded in Official Records Book 2273, Page 673, by that Eleventh Amendment to the Declaration recorded in Official Records Book 2276, Page 2083, by that Twelfth Amendment to the Declaration recorded in Official Records Book 2328, Page 4580, by that Thirteenth Amendment to the Declaration recorded in Official Records Book 2328, Page 4583, by that Fourteenth Amendment to the Declaration recorded in Official Records Book 2427, Page 2023, by that Fifteenth Amendment to the Declaration recorded in Official Records Book 2500, Page 2331, by that Sixteenth Amendment to the Declaration recorded in Official Records Book 2502, Page 2189, and by that Seventeenth Amendment to the Declaration recorded in Official Records Book 2546, Page 3402, all of the Public Records of Manatee County, Florida (collectively, all amendments referenced in this paragraph shall be referred to as the “Amendments”); and

WHEREAS, the Amended Declaration and the Amendments shall be hereinafter referred to as the “Declaration”;

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (“Forestar”), was the original developer pursuant to the Declaration;

WHEREAS, on or about June 29, 2012 and subsequent to Cargor purchasing all of the remaining undeveloped lots within the River Plantation development that is the subject of the Declaration, Forestar assigned its developer’s rights, privileges and authorities created under the Declaration to Cargor, subject to the terms and conditions set forth in that certain Assignment and Assumption of Declarant’s Rights dated June 29, 2012 and recorded in Official Records Book 2427, Page 71, of the Public Records of Manatee County, Florida, as amended by that certain First Amendment to Assignment and Assumption of Declarant’s Rights recorded in Official Records Book 2435, Page 2974 of the Public Records of Manatee County, Florida (collectively, the “Assignment”);

WHEREAS, Cargor continues to own lots governed by the Declaration and has not turned over its right to Developer Membership in the Association;

WHEREAS, pursuant to Article VIII, Section 4 of the Declaration, Cargor may unilaterally amend the Declaration; and

WHEREAS, Cargor desires to amend the Declaration as described below.

NOW THEREFORE, in consideration of the foregoing recitals, Cargor hereby amends the Declaration as follows (underscore indicates additions to text, ~~double strikethrough~~ indicates deleted text):

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used throughout this Eighteenth Amendment shall have the same meaning as set forth in the Declaration.
3. Article II, Section 2. Article II, Section 2 of the Declaration is hereby deleted and replaced with the following:

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) With respect to any recreation facility situated upon the Common Area, the right of the Association to: (i) charge reasonable fees for the use of any recreation facility; situated upon the Common Area and (ii) to permit Owners or groups of Owners and guests to use the Common Area for social or civic gatherings; (iii) to impose reasonable limits upon the number of guests who may use these facilities; (iv) set a security deposit to ensure that any expenses related to the maintenance and repair of the Common Areas and/or for damage caused to the Common Areas by the guests or Owners are covered, provided, however, that the collection of the deposit shall not reduce or abate any Owner’s obligations pursuant to this Declaration.

(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.

4. Ratification. Except as modified herein, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the 14th day of January, 2015.

Signed, sealed and delivered in the presence of:

[Signature]
Print: Peter R. Logan
[Signature]
Print: Jim HARLOW

"Cargor"

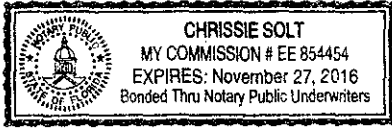
CARGOR CM PROPERTY INVESTMENTS, INC., a Florida corporation

By: [Signature]
Carlos M. Beruff, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14th day of January, 2015, by Carlos M. Beruff, as President of Cargor CM Property Investments, Inc., a Florida corporation, who is personally known to me or [] has produced _____ as identification.

[Signature]



A handwritten signature in black ink, appearing to read 'Chrissie Solt', written over a horizontal line.

Notary Public, State of Florida

Chrissie Solt

Printed Name: _____

My Commission Expires: _____

Handwritten initials in black ink, possibly 'MS' or 'AS', located in the bottom right corner of the page.