

Prepared by and Return To:  
Michael J. Prohidney, Esq.  
Florida Bar No. 0905801  
Tilden, Prohidney & DiPasquale, P.L.  
431 12<sup>th</sup> Street West, Suite 204  
Bradenton, Florida 34205

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


**WHEREAS**, this Nineteenth Amendment is made this 28<sup>th</sup> day of May, 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, by that Seventeenth Amendment to the Declaration recorded in Official Records Book 2546, Page 3402 and by that Eighteenth Amendment to the Declaration recorded in Official Records Book 2556, Page 1916, 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-strike~~ 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 VI, Section 10. Article VI, Section 10 of the Declaration is hereby deleted and replaced with the following:

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 rottweiler’s, doberman pinchers, pit bulls and any mix that 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, unless such invisible fence is approved by the Board of

the Association. 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. The Association shall "grandfather" any Owner that relied on the previous version of this Section 10, provided that such Owner can reasonably demonstrate that such Owner was previously in compliance with all terms and conditions of this Section prior to this Amendment. However, such grandfathering shall in no way limit the Association's ability to require a grandfathered pet to be removed if it constitutes a nuisance, shows aggressive behavior, or otherwise poses a danger to the community.

4. Article VI, Section 20. Article VI, Section 20 of the Declaration is hereby deleted and replaced with the following:

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. For purposes hereof, any vehicle over a one (1) ton capacity shall be considered a "commercial vehicle." 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.

5. Article VI, Section 38. Article VI, Section 38 of the Declaration is hereby deleted and replaced with the following:

Section 38. Exemption of Declarant and Builders/Developer Approval of Board Action. 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

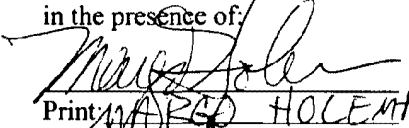
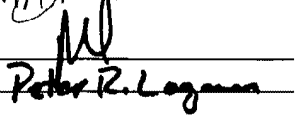
(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

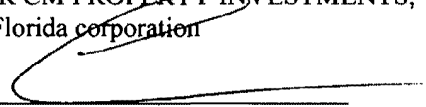
In the event the Declarant (or any assignee) no longer controls the Board of Directors but continues to own a portion of the Property, or any Lot, then the Declarant shall have the right to veto any action taken by the Board if the Declarant determines that such action materially and adversely affects the Declarant's interest in the community. Action of the Board shall be submitted to the Declarant within ten (10) calendar days of adoption of such action. In the event a written veto is not delivered by the Declarant to the Board within ten (10) business days of actual receipt of the action, then the action shall be deemed approved.

Declarant's and Builder's rights as defined in Sections 37 and 38 shall terminate when ~~the last Lot is sold to a resident ninety percent (90%) of the Lots, including Lots in property annexed or planned for annexation by Declarant, have been sold to parties other than Builders,~~ unless prior thereto Declarant has indicated its intention to abandon such rights by 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 should 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 will be deemed inoperative as to Declarant or a Builder.

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

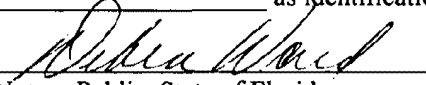
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the 28<sup>th</sup> day of May, 2015.

Signed, sealed and delivered  
in the presence of:  
  
Print: MARCO HOLEMAN  
  
Print: Peter R. Loggins

"Cargor"  
CARGOR CM PROPERTY INVESTMENTS,  
INC., a Florida corporation  
By:   
Carlos M. Beruff, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 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.

  
Notary Public, State of Florida  
Printed Name: DEBRA WARD  
My Commission Expires: May 11, 2015

