

**FOR REFERENCE USE ONLY**

AMENDED DECLARATION OF MAINTENANCE COVENANTS  
AND RESTRICIONS OF  
RIVER CROSSING

THIS DECLARATION is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 1992, by Glenbrooke Investment Corporation, a Florida corporation (“Glenbrooke”), and River Crossing Community Association, a Florida not-for-profit corporation (“the Association”).

WITNESSETH:

WHEREAS, Glenbrooke is the owner of a large tract of land located in Section 18, Township 30 South, Range 21 East, in Hillsborough County, Florida, to be commonly known and referred to as “River Crossing,” and has developed a portion of that property into residential lots, and intends to improve, develop and subdivide this remainder of the tract of land, and thereafter to grant, sell and convey additional subdivided portions of said lands as residential lots; and

WHEREAS, the association was formed by Glenbrooke on May 25, 1988, for the primary purpose of owning, improving, maintaining, and managing the common and public areas of River Crossing, and also for the purpose of enforcing these covenants and restrictions; and

WHEREAS, Glenbrooke has platted River Crossing into a subdivision and desires to establish these covenants covering the development, improvement, and usage of the lands contained in the subdivision for the benefit and protection of said subdivision, Glenbrooke, the Association, and the purchasers of lots in the subdivision, and desires to submit said subdivision to the terms and provisions hereof;

WHEREAS, Glenbrooke has previously conveyed a portion of the residential lots in River Crossing to various builders and homeowners, which are now improved by residential dwelling units; and

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WHEREAS, Glenbrooke and various homeowners in River Crossing have, in conjunction with the formation of these Amended Declarations, created Amended Articles of Incorporation for River Crossing Community Association, and the Amended Bylaws of River Crossing Community Association, and intend to vest responsibility for the conduct of affairs of that Association in the homeowners:

NOW, THEREFORE, Glenbrooke and the Association do hereby declare that the lands hereinafter described in Article II shall be and are hereby bound by the covenants and restrictions set forth in these presets and that the property comprising River Crossing shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following covenants and restrictions, which shall constitute covenants running with the title to said land, and which shall supersede and make null and void the Declaration of Maintenance Covenants and Restrictions of River Crossing dated August 10, 1988, which were recorded at Official Records Book 5478, Pages 1692 through 1708 of the Public Records of Hillsborough County, Florida.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

1. “Glenbrooke” shall mean and refer to Glenbrooke Investment Corporation, its successors or assigns.
2. “Declaration” shall mean this Amended Declaration of Maintenance Covenants and Restrictions, which is the same Amended Declaration of Maintenance Covenants and Restrictions referred to in the Amended Articles of Incorporation and Amended

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Bylaws of River Crossing Community Association, Inc., which amended articles and amended bylaws are attached hereto as Exhibits “A” and “B,” respectively, and which supersede the Declaration of Maintenance Covenants and Restrictions of River Crossing originally dated August 10, 1988, and recorded at Official Records Book 5478, Pages 1692 through 1708 of the Public Records of Hillsborough County, Florida.

3. “River Crossing” shall mean and refer to all of the property commonly known and referred to by such name presently owned or under contract by Glenbrooke, the Association, or any third party purchaser or homeowner in River Crossing, their successors and assigns, more specifically described in Article II of these covenants and restrictions.
4. “Property” shall mean and refer to any lot or other parcels located in River Crossing, as described in Article II hereof, including all improvements located thereon, and such other lots or parcels submitted to the terms and provisions hereof. The property subject to the jurisdiction of the Association specifically excludes that tract of land located in the southeast corner of River Crossing on which is located a sewage lift station owned by Glenbrooke. Glenbrooke shall assume full responsibility for the maintenance and supervision of this tract of land, as well as the maintenance and operation of the sewage lift station located thereon until such time as the station is removed from operation by the Hillsborough County government.
5. “Lot” shall mean and refer to any numbered lot as reflected on the plat of River Crossing as described in Article II hereof, including all improvements located

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thereon, and future additional residential lots that may hereafter be created and submitted to the terms and provisions hereof.

6. “Owner” shall mean and refer to the record owner, whether one or more parties, corporations or other legal entities, of the fee simple title to property in River Crossing.
7. “Common Area” shall mean and refer to any real property located in River Crossing which has heretofore, or which may hereafter, be specifically set aside by Glenbrooke and accepted by the Association, or dedicated to the County of Hillsborough for the common use and enjoyment of all property owners in River Crossing, as members of the Association.
8. “Association” shall mean and refer to River Crossing Community Association, Inc., a Florida not-for-profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing the Common and Public areas, and also for the purpose of enforcing these covenants and restrictions, and to provide such other community services as is beneficial to the members of the Association.
9. “Public Roads,” if any exist, shall mean and refer to those roads or streets within River Crossing Subdivision heretofore or hereafter dedicated to the County of Hillsborough and to be maintained at public expense, with supplemental maintenance, if necessary, by the Association.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Glenbrooke, the Association, and various other owners which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Amended Declaration, is located in Hillsborough County, Florida, and described as follows:

All of the River Crossing Subdivision, inclusive as per Plat thereof recorded in Plat Book 65, pages 13-1 through 13-7 and Pages 25-1 through 25-5, Public Records of Hillsborough County, Florida.

ARTICLE III

REQUIRED MEMBERSHIP IN RIVER CROSSING

River Crossing is a planned residential community with certain areas being set aside as subdivision housing.

In order to establish, protect and preserve the quality of the development, all property owners at River Crossing, other than owners of undeveloped lots who do not intend to develop the lots for personal use, shall be required to become members of the Association and to maintain such membership in good standing. Furthermore, membership in the Association of each and every property owner in River Crossing is hereby stated and recognized to be a necessary and essential part of the orderly development of River Crossing as a planned community. Therefore, all property owners in River Crossing, other than the non-residential owners excepted from membership in the Amended Articles of Incorporation of the Association, and purchasers of future developed

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property which may hereafter be submitted to the provisions hereof, shall automatically be members of the Association and are required to maintain such membership in good standing.

ARTICLE IV

MAINTENANCE COVENANTS

In connection with the River Crossing development, certain land areas, referred to as to as “Common Area,” may from time to time hereafter, be set aside by Glenbrooke or deeded to the Association as open space for the community. In some instances, easements for the County access may have been or may be hereafter granted to the County of Hillsborough. Where such open space is being used as water retention areas to meet the requirements of Hillsborough County, such easements, to the extent possible, will be granted only for required maintenance by the County and not for the general use of the public. The Common Areas will be designated as such either on plats or in other documents which will be designated as such either on plats or in other documents which will be recorded from time to time by the Association.

1. Responsibility of Association. The Association shall be responsible for enforcing the restrictions herein contained and for maintaining the common areas, unless otherwise provided herein. The Association shall provide supplemental maintenance on all lands and easements dedicated to Hillsborough County. It is specifically acknowledged by Glenbrooke, that the Association shall have no responsibility whatsoever for the tract of land lying between lots 24 and 25 in the southeast corner of River Crossing, on which is located a temporary sewage lift station. The temporary sewage lift station shall be maintained by Glenbrooke in accordance with applicable laws and regulations.

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2. Assessments. The Association shall assess each property owner equally for his share of the expenses necessary to carry out the responsibilities and duties of the Association.
3. Lien for Unpaid Assessment. Unpaid assessments shall bear interest at the rate of EIGHTEEN PERCENT (18%) per annum from TEN (10) days after same are due until paid. The Association shall have a lien against individual lots for all delinquent assessments, which shall include interest, reasonable attorneys' fees and court costs incident to the collection of same.

### ARTICLE V

#### ARCHITECTURAL CONTROL AND APPROVAL OF BUILDING PLANS

No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy devise, decorative building, landscaping, lawn sprinkling system, landscape devise or object, or other improvements, shall be commenced, erected, placed or maintained upon property, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted, together with such other supplemental documentation as the Association may require from time to time, in duplicate to, and approved in writing by, the Association, upon the Association having assigned such rights to the Association, upon the Association having assigned such rights to the Association as hereinafter provided, but in such event, the Association may continue to act in this function, but is not obligated to do so. All plans and specifications shall be evaluated as to their conformity with the architectural planning criteria of the Association set forth herein, however, refusal of approval of

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plans specifications by the Association shall be within the sole discretion of the Association and may be based on the subjective judgment of the Association.

1. Permits. No building permit shall be obtained until the plans, drawings, and specifications for the construction have been approved as provided herein. At the time plans, drawings, and specifications are approved, and the building permit procured, the permit must be posted in a conspicuous manner on the property being improved.
2. Fees. A schedule of reasonable fees for processing requests for building plan approval may be adopted by the Association, such fees, if any, shall be payable to the Association, in cash, at the time the plans and specifications are submitted.
3. Failure to Approve. Should the Association fail to either approve or disapprove the plans and specifications submitted to it within TEN (10) working days after written request thereof, then such approval shall not be required in such instance; provided, however, that no building or other structure or use shall be erected or remain on any lot which violates any of the other covenants or restrictions herein contained.
4. Construction Requirements. All lot owners, other than the Association and the non-residential owners excepted from membership in the Amended Articles of Incorporation of the Association, must commence construction on a residential dwelling structure on a lot within TWENTY-FOUR (24) months from the purchase of a lot. This requirement shall apply to the Association's grantee and their successors in title. In order to attempt to insure completion of construction within this time limit, all houses must be constructed by a residential contractor licensed to do business in Hillsborough County, Florida. The requirements of this paragraph



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may be waived by the Association, but must be so waived in writing at the time the drawings and specifications are approved. The Association may make the granting of a waiver conditional upon the lot owner providing to the Association a surety bond, in form acceptable to the Association, in an amount equal to ONE HUNDRED TEN PERCENT (110%) of the estimated cost of construction, as certified by an architect licensed in the State of Florida, guaranteeing completion of construction as required herein. In the event a lot owner fails to commence construction as required herein, and said requirement has not been waived pursuant hereto, the Association shall have the right, but not the obligation, to purchase the lot from the lot owner for the purchase price, and under the same terms, as when the owner originally purchased the subject lot, giving the lot owner written notice prior to an otherwise valid commencement of construction of its intention to purchase the lot.

ARTICLE VI

IMPROVEMENT RESTRICTIONS

These improvement restrictions shall initially apply to the following described property:

Block 3, lots 13 through 21, Block 4, lots 3 through 15, Block 7, lots 1 through 31, Block 8, lots 7 through 11, and Block 9, lots 1 through 33 inclusive River Crossing Subdivision, as per Plat thereof recorded in Plat Book 65, pages 13-1 through 13-7, Public Records of Hillsborough County, Florida AND

Block 1, lot 1, Block 2, lots 1 & 2, Block 3, lots 1 through 12, Block 4, lots 1, 2, 16 through 18, Block 5, lots 1 through 18, Block 6, lots 8 through 21, Block 8, lots 1 through 6, 12 through 17, Block 9, lots 34 through 49, Block 10, 1 through 3 River Crossing Subdivision, as per Plat thereof recorded in Plat Book 65, pages 25-1 through 25-5 of the Public Records of Hillsborough County, Florida.

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provided, however, as additional properties are submitted to the terms and provisions of this Declaration of Submission to the terms and provisions of this Article may be incorporated by reference either in whole or in part.

1. Use Requirements. Except as hereinafter provided, no lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one detached single family dwelling not to exceed THIRTY-FIVE (35) feet in height and private garage for not more than three cars, which garage shall be attached and made part of the dwelling house.
2. Size and Design of Building. All buildings are to be of a design and construction in keeping with those of the surrounding residential area. The main residence building to be erected on any lot shall have a living area of not less than 1500 square feet. Living area shall exclude all screened or open porches, breezeways, garages, utility areas, whether finished or unfinished.
3. Roof Material. Glazed tile, cement tile, slate, Bermuda style cement, 240 pound asphalt composition or an equal Class "A" fiberglass or wood shingles shall be used for all roofs; any material other than these must be approved.
4. Sidewalk Material. Cement block, where used, must be stuccoed or veneered with wood, brick, or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.
5. Eaves. Eaves on dwellings may overhang in accordance with the Building Regulations from time to time adopted by the County of Hillsborough.
6. Garages. Each dwelling unit shall be constructed with an enclosed garage for a minimum of two cars. No garage shall be erected on any lot prior to the

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construction of a dwelling unit. The garage shall be of the same kind of materials and construction as the dwelling, and shall conform architecturally with the dwelling. Carports shall not be permitted. Garage doors shall be closed at all times, except when opened to allow entrance or exit.

7. Set-Back Lines, etc. No structure of any kind, including, but not limited to, dwellings, garages, swimming pools and screened cages, shall be erected nearer than 25 feet to any street right of way line, nor nearer than 7.5 feet from any side lot line, not nearer than 20 feet from the rear lot line of any lot without Architectural Control Committee approval.
8. Lawns, Driveways, and Sidewalks. Within THIRTY (30) days of the issuance of a certificate of occupancy for the residence on a lot, the lot owner shall have installed and completed all landscaping and lawn sodding. All lawns in front of each residence shall extend to the pavement line. The Association reserves the right to require certain lot owners to install sidewalks pursuant to a master sidewalk plan for the entire subdivision. For those lots with sidewalks, the lot owner shall sod the area between the sidewalk and the street pavement. No gravel or blacktop allowed; no paved parking strips are allowed except as shown on the plot plan approved by the Association. All driveways from the garage to the street pavement shall be constructed of concrete, a minimum of 4 inches thickness, with trowel and broom finish or such other finish as the Association may approve. Each lot owner is responsible for the repair and maintenance of the sidewalk immediately adjacent to their lot, pursuant to local government regulations and standards. In the event a lot owner fails to repair and maintain the sidewalk adjacent to the lot, the Association

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shall have the right to make such repairs as it deems necessary and add the cost of such repairs to the responsible lot owners next maintenance assessment. The Association shall give the affected lot owner FIFTEEN (15) days notice before beginning any necessary sidewalk repair or maintenance.

9. Other Structures. Except as necessary for the Association's use in its development and marketing of the subdivision, as the Association deems necessary, no structure of a temporary character, trailer, housetrailer, tent, shack garage, barn, barracks type structure or other outbuilding shall be erected, maintained or used on any lot at any time, either temporarily or permanently, except that necessary construction sheds may be temporarily maintained during construction of a dwelling, but shall be promptly removed upon completion of a dwelling and not later than SIX (6) months after original commencement of the construction of such dwelling.
10. No Re-subdivision. No lot or group of lots shall be resubdivided, except, however, an owner of more than one adjoining lot may sell part of one lot the owner of the adjoining lot, but by so doing, the fractions of the re-subdivided lot then become part of the adjoining lot and must be conveyed thereafter with the adjoining lot as one lot.
11. Swimming Pools. Swimming pools and screened enclosed structures may be constructed on any lot contiguous to a dwelling, but only in compliance with Hillsborough County Building Regulations and the set-back requirements herein. No above ground or non-permanent type pools are allowed.
12. Sanitary Facilities. No outdoor toilets shall be erected or maintained, nor shall any septic tanks be installed on any lot.

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13. Unsightly Objects. All garbage or trash containers, oil tanks, and bottled gas tanks on all lots must be underground or placed in walled areas so they shall not be visible from the adjoining properties. Air conditioner compressors, pool and spa pumps and filtering systems shall be similarly screened from view and buffered by a wall or shrubbery, so as to reduce the noise level resulting from operation thereof. No clothes line or similar devices shall be permitted. No weeds, underbrush, refuse piles or other unsightly growths shall be permitted to grow or remain on any undeveloped lot or any lawn area or a developed lot. Owners of undeveloped lots shall keep all growth mowed and cleared of debris to conform to the appearance of developed lots. In the event the owner of any lot or lots shall fail or refuse to keep the premises, including any extended lawn area provided herein, free of weeds, underbrush, excessive growth, refuse piles, or other unsightly growths, then the Association, its successors or assigns, may enter upon said lot or lots and remove such refuse or mow or cut such weeds, growth, or underbrush and charge the owner for such services, and such entry on the part of the Association, its successors or assigns, shall not be deemed a trespass; non-payment of such charges shall allow the placement of a lien on said lot or lots. Except to the extent liens are provided for, this section shall apply to the lots owned by Glenbrooke, but which are otherwise not subject to these restrictions and covenants until sale to a residential purchaser.
14. Unlawful Use of Property. No unlawful, improper, or immoral use shall be made of any lot. The owner shall at all times keep the lot mowed and clear of debris and vegetation that may be either a health or fire hazard to the neighborhood.

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15. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
16. Animals. No animals, livestock or poultry of any kind shall be bred, raised, or kept for commercial purposes on any lot. Only house pets may be kept on any lot and only as long as they do not become a nuisance to other residents in the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Vicious or threatening behavior of free-running dogs shall be considered a nuisance. Exposed excrement on lots, lawn areas or boulevards shall be considered a nuisance.
17. Signs. No “For Sale” sign of any kind shall be displayed to the public view on any vacant lot. One sign of not more than FOUR (4) square feet may be used to advertise an improved property for sale; provided, however, signs are not more than TEN (10) square feet (not wider than FOUR (4) feet, nor higher than THREE (3) feet), may be used by a builder to advertise improved property for sale during the construction and initial sales period. This exception applies to lots approved by the County for model homes by grant of a temporary use permit. The use of flags or other similar advertising material is strictly prohibited unless approved of by the Association.
18. Mail Boxes. All mail boxes and posts shall be of the color, design, and size as shown on Exhibit “C.”
19. Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these

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easements, no structure, planting other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Where more than one lot is used as a building site, only the outside boundaries of said building site shall carry such easements.

20. No Professional or Business Uses. The prohibition stated in Paragraph 1 of this Article shall be deemed to include a prohibition of use for a real estate brokerage business, insurance offices, professional offices, or other types of business. Notwithstanding the foregoing, the Association and its designated builders shall have the right, from time to time, to construct model homes in River Crossing and maintain them as temporary sales offices.
21. Visible Parking or Storage. With the exception of family type non-commercial automobiles, no vehicle of any kind shall be parked or stored except inside of an enclosed garage. This restriction includes, but is not limited to, trucks, trailers, boats, racing cars, recreational vehicles or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair or regular performance of service functions of the tradesman or

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owners operating same, but such parking must be limited to the actual time during which such services are being performed.

22. Lot Grading. Floor levels shall be set sufficiently to provide proper drainage of the respective lot, and no filling or grading shall be done that will adversely affect the proper drainage of adjacent property. Protective slopes around all buildings shall be planned and maintained to prevent standing water in the rear. It shall be the responsibility of each owner to see that his lot conforms to FHA #300, "Minimum Property Standards for One and Two Living Units" (Gen. Rev. #5, Section #1202, page 234 and 244 inclusive. This places a special responsibility on the first builder in any neighborhood to refrain from blocking side lot easements in excess of the minimum 1% slope toward the street.
23. Trees. In order to protect the wooded homesite environment, trees may not be removed unless a tree permit is obtained from the County of Hillsborough and approval is also obtained in writing from the Association. No trees may be removed from the dedicated public or common areas unless it is required by reason of hazard or disease and then only by the approval of the Association and the County of Hillsborough.
24. Burning. No outdoor burning will be allowed, and all leaves, trash, etc. must be carted to a legal dumping ground or containerized for central pickup.
25. Underground Utilities and Antenna. All utility lines and lead-in wires, cable TV lines, including, but not limited to, electrical lines and telephone lines, located within the confines of any lot or lots, shall be located underground, provided



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nothing herein contained shall prevent any above ground temporary power line to a residence during the period of construction.

### ARTICLE VII

#### GENERAL PROVISIONS

1. Remedies for Violation. If the owner of any property in River Crossing Subdivision shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other property owner within River Crossing to prosecute and bring proceedings at law or in equity against the person violating or attempting to violate any such covenant or restriction, either to restrain him from such violation or to recover damages therefor, or both. Although the Association may enforce the covenants and restrictions contained herein, it shall not be obligated to do so. Any person, or the Association, who shall bring successful legal proceedings to enforce these covenants and restrictions, shall be entitled to recover his costs and reasonable expenses of such proceedings, including a reasonable attorneys' fees, including appellate proceedings, from any person found to be in violation of these covenants and restrictions, provided the violator shall have first been given written notice of his violation and at least TEN (10) days in which to correct it.
2. Term of Restriction. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances or lots in the subdivision subsequently executed and

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shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty years from the date of the recording, after which time, such covenants and restrictions shall be automatically extended for successive periods of TEN (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or change name in whole or in part. Notwithstanding anything to the contrary herein, SIXTY PERCENT (60%) of the members of the Association may, at any time, amend the restrictions where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board.

3. Amendments. This Declaration may be amended by a vote of SEVENTY-FIVE percent (75%) of the membership of the Association.

All amendments shall take effect when duly executed and recorded in the Public Records of Hillsborough County, Florida.

4. Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these present to be executed in its name, by the proper officer of the Corporation thereunto duly authorized, and the corporate seal of the Corporation hereunto affixed, the day and first above written.

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Signed, Sealed and Delivered in the Presence of :

Sinlin Long, Witness

M. J. Erskine, Witness

GLENBROOKE INVESTMENT, CORP., a Florida corporation

By: E. L. Terry, President

Attest: Michael J. Johnson, Vice President

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF COBB

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BEFORE ME, the undersigned authority, this day personally appeared E. L. Terry and Michael J. Johnson, known to me to be individuals described in and who executed the foregoing instrument as President and Vice President, of the corporation named in the foregoing instrument, and they severally acknowledged to and before me that said instrument was executed on behalf of and in the name of said corporation as such officer; that the seal affixed to said instrument is the corporate seal of said instrument and that is was affixed thereto to execute said instrument and that said instrument is the free act and deed of said corporation. They are personally known to me ~~or have produced \_\_\_\_\_ as identification~~ and did take an oath.

My Commission Expires:

Notary Public, Dekalb County, Georgia

My Commission Expires July 30, 1994

Marie M. Cole

Notary Public, State of ~~Florida~~ Georgia

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JOINDER AND CONSENT

EAST COAST FINANCIAL CORPORATION, a Georgia corporation, hereby certifies that it holds a mortgage from Glenbrooke Investment Corporation, a Florida corporation, which Mortgage was originally given to The Lomas and Nettleton Company, a Connecticut corporation (now known as Lomas Mortgage USA, Inc.) by instrument recorded in Official Records Book 4981, Page 707 of the Public Records of Hillsborough County, Florida, which Mortgage was subsequently assigned to East Coast Financial Corporation by Assignment dated February 5, 1992 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Hillsborough County, Florida. East Coast Financial Corporation hereby joins in and consents to the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing described hereinabove.

EAST COAST FINANCIAL  
CORPORATION  
a Georgia corporation

Laura A. C---, Witness

Marie M. Cole, Witness

By: Howard H. Johnston, President

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Before me, the undersigned authority, this day personally appeared Howard H. Johnston, known to me to be the individual described in and who executed this foregoing instrument as President of East Coast Financial Corporation, and he acknowledged before me that said corporation was executed on behalf of and in the name of said corporation as such officer; that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument is the free act of said corporation. He is personally known to me and did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 24th day of February, 1992.

Sheryl Mason M---

Notary Public

My commission expires: Notary Public, Cobb County, Georgia

My Commission Expires July 2-, 1994

(NOTARY SEAL)