

**Section BB: 171 Residences**  
**Neighborhood Name: River Crossings**

**mandatory homeowners association**

Declaration of Covenants and Restrictions

1. 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 one detached single family dwelling not to exceed two (2) stories in height with a minimum two-car garage. No utility buildings or sheds shall be allowed. Nothing in this paragraph shall prohibit a builder from constructing and maintaining model homes (subject, however, to all of the provisions of this Declaration) that such builder is building, has built or intends to build on the Property, or any part thereof.
2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently. No structure may be erected on any lot for other than residential purposes, except a private garage for not less than two (2), nor more than three (3) cars, or a builder's temporary structure which Developer has approved in writing.
3. The living area of the main structure, exclusive of garage and lanai, shall not be less than 1200 square feet for 50% of the one story dwellings and not less than 1400 square feet for the balance of the one-story dwellings, and not less than 1600 square feet for a two-story building.
4. No dwelling shall be constructed except on a platted lot having an area of not less than 7,000 square feet. Front, rear and side yard setback requirements, as established by County Ordinance in effect at the time of construction, shall be complied with, provided, however, that in no event shall any building be erected closer than 25 feet to the front or rear lot lines, or closer than 7.5 feet to any interior side lot line. A building situated on a corner lot shall also be erected in conformance with setback requirements established by County Ordinances in effect at the time of construction.
5. No garage or structure shall be erected on any lot prior to the construction of a dwelling. If a garage is built, either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage shall be attached to the dwelling and shall conform architecturally with the dwelling.
6. No noxious or offensive 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.
7. No structure shall be moved onto any lot or parcel in the Property, except temporary buildings used by a builder in connection with construction work which Developer has approved in writing.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. However, no more than (4) household pets shall be permitted per dwelling.
9. No sign of any kind shall be displayed to the public view on any lot or elsewhere on the Property except for one (1) professionally lettered sign not more than two (2) feet square in size advertising the lot for sale or rent, unless prior written approval is obtained from Developer. No pool company signs shall be permitted to be displayed anywhere in the property.
10. Neither the Property nor any lot therein shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structure or

installations shall be placed under the surface of the ground or in fenced areas or screened with shrubbery so as not to be visible from the street or objectionable to an adjacent residence.

11. No chain link fences shall be permitted. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. All driveways shall be surfaced with cement. Simultaneously with the construction of a dwelling on any lot, a four (4) foot wide cement sidewalk shall be installed at the expense of the lot owner according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with site plan approved by Developer.

14. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, and unsightly growth and fire hazard.

15. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted.

16. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded Plat, in addition to such easements as have heretofore been created. Within all easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may impede the flow of water through drainage channels in the easements. The easement 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.

17. All utility services provided to buildings constructed on the lots shall be installed underground, including but not limited to telephone, electric, gas, water, sewer, and cable television.

18. In connection with the development of the Property and each lot, or the construction of any improvements thereon, reasonable care shall be used to preserve and retain as many trees as it is reasonably possible. No excavation or fill or cutting of trees shall be performed without prior written approval of Developer or in violation of law.

19. No motor vehicle, boat, boat trailer, camper, mobile home, travel trailer, car, or other vehicle, trailer or conveyance shall be parked, kept or stored except in such a location as to not be visible from the street.

20. No stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored, or located upon any lot in such manner or location as to be visible to any other lot or from the street. No building or improvement, which has been partially or totally destroyed by fire or other casualty, shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If reconstruction or repair of any such building or improvement is not so commenced within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures, or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or

placement and fully completed within twelve (12) months from the date of commencement of construction thereof, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

21. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including with limitations:

a. Erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Developers business of completing the development and establishing the properties as a residential community and disposing of the same in Lots by sale, leases, or otherwise; or

b. Conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or other transfer of the properties in lots.

c. Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

22. The first grantee of Developer, or such grantee's successors and assigns, shall build a six (6) foot high masonry wall along Nature's Way Boulevard substantially like other walls in the Bloomingdale Development. Prior to construction of said wall there shall be provided to the Developer, in duplicate, a complete set of construction plans and specifications of the proposed wall along with the site plans showing locations of such wall, together with a proposed landscaping plan. A list of materials and exterior colors shall also be submitted to Developer for approval. The Developer shall have a period of fourteen (14) days from receipt of said plans in which to approve or disapprove them. Approval shall not be unreasonably withheld and should Developer disapprove, it shall within such time provide written notice of its reasons for disapproval. Such disapproval shall not, at any time, limit the right to resubmit said plans until same are approved by Developer in the manner required hereunder. Should Developer fail to respond to a submittal of said plans within the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said plan, the said grantee shall proceed with the construction of improvements as long as the final plans for same are in substantial accordance with those which have been previously submitted to Developer. The wall shall be completed in accordance with the approved plans on or prior to the first sale of a lot improved with a dwelling to a user.

No lot owner, or other person, without the express written consent of Developer, or its successors or assigns, shall paint, deface, alter the appearance, change or renovate, such wall in any manner whatsoever, nor shall any attachments be made thereto of any nature. No lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall without the express written consent of Developer, or its successors or assigns.

23. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the Property, requires architectural control and written approval with respect to every owner's building program or building modifications. Every owner, therefore, shall provide the Developer, in duplicate, a complete set of construction plans and specifications of the buildings or additions to be constructed along with the site plans showing locations of all buildings prior to any construction together with all proposed landscaping. A list of materials and exterior colors shall also be submitted to Developer for approval. Site plans shall be consistent with the approved zoning then existent for the Property. The Developer shall have a period of fourteen (14) days from

receipt of said plans in which to approve or disapprove them. Approval shall not be unreasonably withheld and should Developer disapprove, it shall within the time provided, give the owner written notice of its reasons for disapproval. Such disapproval shall not, at any time, limit the owner's right to resubmit said plans until same are approved by Developer in the manner required hereunder. Should Developer fail to respond to a submittal of said plans within the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said plans, the owner may proceed with the construction of improvements as long as the final plans for same are in substantial accordance with those which have been previously submitted to Developer.

24. The area(s) shown as "conservation areas", "retention", or "detention" areas or "ponds", or "drainage easements", if any, on the recorded Plat of the Property or otherwise set forth in the public records shall be left to remain and survive intact, in its present, natural condition and state. The disturbance in any manner of the existing, natural condition, character, and state of the "conservation areas", "retention", or "detention" areas or "ponds", or "drainage easements", or the vegetation thereon, or the ecology or topography thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas", "retention", or "detention" areas or "ponds", or "drainage easements", shall not be changed, disturbed, used, affected, or molested in any manner whatsoever, except as permitted or required by law.

25. Prior to the first sale of a lot improved with a dwelling to a user, there shall be established a Homeowners Association for the Property. The documentation for the Homeowners Association shall contain such terms and provisions as the owner of the Property may deem appropriate, but which shall, at a minimum, provide for the Homeowners Association to perpetually maintain, repair and replace, and keep in good order and condition, the entryway to the Property, the streets and sidewalks located therein, and the parks, greenbelts, and other public areas, if any, as are located in the Property and are not included in the platted lots (the "Required Purposes"). No provision of the documentation creating or pertaining to the homeowners' association shall conflict with the documentation creating or pertaining to the Bloomingdale Master Community Association, if it is established, or with the provisions of these Restrictions.

AMENDED DECLARATION OF MAINTENANCE COVENANTS  
AND RESTRICTIONS OF  
RIVER CROSSING

THIS DECLARATION is made and executed this 21st day of February, 1992, by Glenbrooke Investment Corporation, a Florida corporation ("Glenbrooke"), and River Crossing Community Association, a Florida not-for-profit corporation ("the Association").

W I T N E S S E T H:

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 the 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;

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RECORD VERIFIED  
*Richard Ake*  
Clerk of Circuit Court

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

WHEREAS, Glenbrooke and various homeowners in River Crossing have, in conjunction with the formation of these Amended Declarations, created the 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 presents 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 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 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 corporation 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.

## 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 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 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 "Common Areas," 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 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 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 also 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.

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 com-

menced, erected, placed or maintained upon any 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 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 as set forth herein, however, refusal of approval of plans and 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 of a residential dwelling structure on a lot within TWENTY-FOUR (24) months from the purchase of the 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 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 a 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 6, lots 1 through 7, 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.

provided, however, as additional properties are submitted to the terms and provisions of this Declaration, a separate set of improvement restrictions applicable thereto may be contained in the Declaration of Submission or 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 one detached single family dwelling not to exceed THIRTY-FIVE (35) feet in height and a 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 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 shall have the right to make such repairs it deems necessary and add the cost of such repairs to the responsible lot owners next maintenance assessment. The Association shall give an 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 such 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 to the owner of the adjoining lot, but by so doing, the fractions of the re-subdivided lot will 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.

13. Unightly 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 lines 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 of 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 lot owner shall at all times keep the lot mowed and clear of debris and vegetation that may be either a health or fire hazard in the neighborhood.

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 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 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 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 single 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 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 provided on every lot by the respective owner, and side lot slopes 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 line easements in excess of the minimum 1½ 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 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 of lots in the subdivision subsequently executed and 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 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 same in whole or in part. Notwithstanding anything to the contrary herein, SIXTY PERCENT (60%) of the members in 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 year first above written.

Signed, Sealed and Delivered in the Presence of:

GLENBROOKE INVESTMENT CORP., a Florida corporation

Seulim Song  
Witness

By: x E. L. Terry  
Its: E. L. Terry, President

M. G. Kirschtine  
Witness

Attest: Michael Johnson  
Its: The President

(CORPORATE SEAL)

STATE OF Georgia  
COUNTY OF Cobb



BEFORE ME, the undersigned authority, this day personally appeared E.L. Terry and Michael J. Johnson, known to me to be the 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 corporation and that it 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  
Marie M. Cole

Printed Name  
Notary Public, State of ~~Florida~~ Georgia



3  
F

AMENDMENT TO AMENDED  
DECLARATION OF MAINTENANCE COVENANTS  
AND RESTRICTIONS OF RIVER CROSSING

This Amendment to the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing is made and executed this 8th day of December 1995, by River Crossing Community Association, a Florida not-for-profit corporation (the "Association").

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

WITNESSETH:

WHEREAS, the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing was executed on February 21, 1992, and has been recorded at O.R. Book 6604, Page 1618, of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing shall remain in full force and affect, except to the extent provided herein.

NOW, THEREFORE, the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing is amended as follows:

1. ARTICLE V, ARCHITECTURAL CONTROL AND APPROVAL OF BUILDING PLANS, shall be amended by adding a paragraph numbered 5, as follows:

5. Fences. Only Shadow Box fences shall be approved in River Crossing.

2. ARTICLE VI, IMPROVEMENT RESTRICTIONS, shall be amended so that paragraph number 18, Mail Boxes, shall read as follows:

18. Mail Boxes. All mail box posts shall be of a "T-Post" design constructed of good quality lumber of either 4x4 or 6x6 sized wood posts and placed in accordance with U.S. Postal regulations for rural mailbox

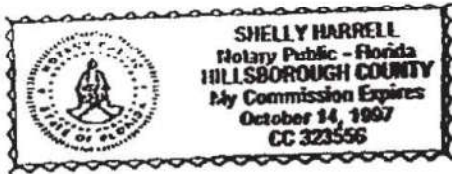
rd & Return To:  
anley T. Padgett, Esq.  
st Office Box 897  
mpa, Florida 33601.

*Smith Williams & Bowles*

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 1995 by Ralph Steen, President of River Crossing Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



Shelly Harrell  
Signature of acknowledger

\_\_\_\_\_  
Name typed/printed/stamped

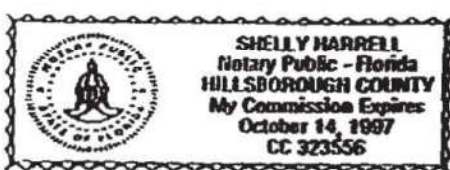
\_\_\_\_\_  
Title

My commission expires:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 1995 by Suzy Wiesenhart, Secretary of River Crossing Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



Shelly Harrell  
Signature of acknowledger

\_\_\_\_\_  
Name typed/printed/stamped

\_\_\_\_\_  
Title

My commission expires:

RECORDED 12/19/2001 12:08 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK P Howell

Prepared By and Return to:  
Mark E. Hager, Esquire  
Pilka & Associates, P.A.  
213 Providence Road  
Brandon, FL 33511

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**FIRST AMENDMENT TO AMENDMENT TO AMENDED  
DECLARATION OF MAINTENANCE COVENANTS, AND RESTRICTIONS  
OF RIVER CROSSING COMMUNITY ASSOCIATION, INC.**

By the affirmative vote of Seventy-five (75%) percent of the voting members in good standing of RIVER CROSSING COMMUNITY ASSOCIATION, INC., voting at a regular meeting of the membership on April 12, 2001, having been given proper notice of the same, the First Amendment to Amendment to Amended Declaration of Maintenance Covenants and Restrictions of River Crossing recorded in Official Records Book 7988, Page 0494 et seq., of the Public Records of Hillsborough County, Florida, were duly amended as follows:

Article V, Item 5, was amended to read as follows:

ARTICLE V - ARCHITECTURAL CONTROL AND APPROVAL OF BUILDING PLANS

5. Fences. Only six (6) foot Shadow Box fences shall be approved in River Crossing.

AND, Article VI, Item 13, was amended to read as follows:

ARTICLE VI - IMPROVEMENT RESTRICTIONS

13. Unightly Objects. Air conditioner compressors, pool and spa pumps and filtering systems shall be similarly screened from view and buffered by wall (such as shadow box fencing) or shrubbery, so as to reduce the unsightliness and the noise level resulting from the operation thereof.

AND, Article VI, Item 18, was amended to read as follows:

ARTICLE VI - IMPROVEMENT RESTRICTIONS

18. Mail Boxes. All mail box posts shall be of a "T-Post" design constructed of good quality lumber of 4x4 or 5x5 schedule 40 PVC post and placed in accordance with U.S. Postal regulations for rural mailbox height and position.

AND, Article VI, Item 21, was amended to read as follows:

ARTICLE VI - IMPROVEMENT RESTRICTIONS

21. Visible Parking or Storage. All vehicles shall be parked in garage or driveway. No vehicles shall be parked on the grass. With the exception of family type non-commercial automobiles and sheriff or police cars, no vehicle of any kind shall be parked or stored except inside a closed garage or hidden from view behind six-foot shadow box fence or landscaping.

DATED this 28 day of NOVEMBER, 2001.

RIVER CROSSING COMMUNITY ASSOCIATION, INC.

By: [Signature]  
JOHN L. SMITH, as its President

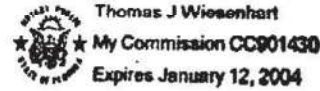
Attest: [Signature]  
REE DILOSA, as its Secretary

(Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by JOHN L. SMITH, as President, and attested by REE DILOSA, as Secretary, respectively, of RIVER CROSSING COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of said corporation, who produced NA and NA, respectively as identification, ~~or who are both personally known to me~~, on this 28 day of NOVEMBER, 2001.

[Signature]  
NOTARY PUBLIC, State of Florida



**INSTR # 2006315392**

**O BK 16654 PG 0916**

**Pgs 0916 - 917; (2pgs)**

RECORDED 06/29/2006 02:10:47 PM  
PAT FRANK CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK V Beery

Return to:  
✓ River Crossing Community Association  
Property Owners' Association  
P.O. Box 6432  
Brandon, FL 33508-6432

**SECOND AMENDMENT TO AMENDMENT TO AMENDED  
DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS  
OF RIVER CROSSING COMMUNITY ASSOCIATION**

By the affirmative vote of Seventy-five (75%) percent of the members of RIVER CROSSING COMMUNITY ASSOCIATION, INC., voting at a regular meeting of the membership on January 11, 2005, having been given proper notice of the same, the Second Amendment to Amended Declaration of Maintenance Covenants and Restrictions and First Amendment to Amended Declaration of Maintenance Covenants and Restrictions recorded in Official Records Book 11290, Page 0747 et seq., as amended on November 28, 2001, recorded on December 19, 2001, of the Public Records of Hillsborough County, Florida, were duly amended as follows:

Article V, Item 5, was amended to read as follows:

**ARTICLE V - ARCHITECTURAL CONTROL AND APPROVAL OF BUILDING PLANS**

5. Fences. In addition to six foot (6) shadow box fences that six foot (6) board on board fences be allowed and that fencing can be transition down to four (4) on lots backing up to ponds or conservation areas.

**ARTICLE VI - IMPROVEMENT RESTRICTIONS**

26. Storage Structures or Sheds. One storage structure (shed) may be allowed in a homeowner's backyard. It must be a permanent structure no larger than five (5) feet by seven (7) feet on a cement pad, not visible from the street, behind an association approved fence, meet county specifications, permitted and inspected by the county if required, blend with the architecture of the home and be approved by the River Crossing Community Association architectural committee.

Return to:  
River Crossing Community Association  
Property Owners' Association  
P.O. Box 6432  
Brandon, FL 33508-6432

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**THIRD AMENDMENT TO AMENDMENT TO AMENDED  
DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS  
OF RIVER CROSSING COMMUNITY ASSOCIATION**

By the affirmative vote of Seventy-five (75%) percent of the members of RIVER CROSSING COMMUNITY ASSOCIATION, INC., voting at a regular meeting of the membership on January 11, 2007, having been given proper notice of the same, the Third Amendment to Amended Declaration of Maintenance Covenants and Restrictions, Second Amendment to Amended Declaration of Maintenance Covenants and Restrictions recorded in Official Records Book 16654, Page 916 et seq., and First Amendment to Amended Declaration of Maintenance Covenants and Restrictions recorded in Official Records Book 11290, Page 0747 et seq., as amended on November 28, 2001, recorded on December 19, 2001, of the Public Records of Hillsborough County, Florida, were duly amended as follows:

Article V, Item 5, was amended to read as follows:

ARTICLE V - ARCHITECTURAL CONTROL AND APPROVAL OF BUILDING PLANS

5. Fences.

- i. For those properties listed in Exhibit 1, the fencing in the rear portion of the property shall be 3-rail black aluminum, with alternating pressed spears and a rail over the top. Pickets should be spaced 3 ½ to 4 ½ inches apart.
- ii. The front and side fencing of said homes will remain in conformity with the existing fencing provisions (shadowbox or board-on-board).
- iii. The black aluminum fencing shall be 6 feet in height on the sides and back and shall begin 5 feet (or other such distance at the discretion of the RCHA Board) before the back corners of the home structure (not including porch/lanai) to join with the wood fencing. However, the back section of the fence is permitted to be 4 feet in height to allow for a less obstructed view.

- iv. The back portion of the aluminum fence shall be built at least 20 feet from the non-flood edge of the ponds, in accordance with the applicable easement for the property, and in conformity with any neighboring fences.
- v. A Puppy-Picket shall be permitted which allows less spacing (1-2 inches) between the pickets at the lower portion of the fence (approximately the lowest 2 feet of fencing) to keep small animals from entering or exiting the fenced enclosure.
- vi. Back gates shall match the fence described in paragraph one.
- vii. This amendment shall only apply to fencing requests received after its passage. All existing fences on said properties may remain until such time as it is necessary for their replacement.

DATED this 30<sup>th</sup> day of June, 20007

RIVER CROSSING COMMUNITY  
ASSOCIATION, INC.

By: *Michael Williams*  
MICHAEL WILLIAMS, as its President

Attest: *Grace A. Bailey*  
GRACE BAILEY, as its Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by MICHAEL WILLIAMS, as President, and attested by GRACE BAILEY, as Secretary of RIVER CROSSING COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of said corporation, who produced FLA. DRIVERS as identification, or who are personally known to me, on this 30 day of JUNE, 2007.

*William C. Owens*  
NOTARY PUBLIC, State of Florida

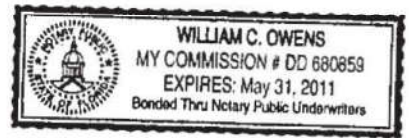




EXHIBIT "A"

4404 Oak Rive Circle	4536 Oak Rive Circle	1919 River Crossings Drive
4406 Oak Rive Circle	4542 Oak Rive Circle	1921 River Crossings Drive
4408 Oak Rive Circle	4544 Oak Rive Circle	1923 River Crossings Drive
4410 Oak Rive Circle	4546 Oak Rive Circle	1925 River Crossings Drive
4412 Oak Rive Circle	4548 Oak Rive Circle	1927 River Crossings Drive
4502 Oak Rive Circle	4550 Oak Rive Circle	1929 River Crossings Drive
4504 Oak Rive Circle		2001 River Crossings Drive
4506 Oak Rive Circle		2003 River Crossings Drive
4508 Oak Rive Circle		2005 River Crossings Drive
4510 Oak Rive Circle		2007 River Crossings Drive
4512 Oak Rive Circle		2011 River Crossings Drive
4514 Oak Rive Circle		2013 River Crossings Drive
4516 Oak Rive Circle		2015 River Crossings Drive
4518 Oak Rive Circle		2017 River Crossings Drive
4520 Oak Rive Circle		
4522 Oak Rive Circle		
4524 Oak Rive Circle		
4526 Oak Rive Circle		
4528 Oak Rive Circle		
4530 Oak Rive Circle		
4532 Oak Rive Circle		
4534 Oak Rive Circle		

Prepared by and return to:  
Loren J. Beer, Esquire  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913

INSTRUMENT#: 2010380807, O BK 20190  
PG 1595-1596 11/08/2010 at 04:25:37 PM,  
DEPUTY CLERK: YROCHE Pat Frank, Clerk of  
the Circuit Court Hillsborough County

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**CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION OF  
MAINTENANCE COVENANTS AND RESTRICTIONS OF RIVER CROSSING**

We, Suzy Wiesenhart, as President, and Grace Bailey, as Secretary, of River Crossing Community Association, Inc, which was established pursuant to that certain Declaration of Maintenance Covenants and Restrictions of River Crossing, as originally recorded in Official Records Book 5478, Page 1692, Public Records of Hillsborough County, Florida and as subsequently amended by that certain Amended Declaration of Maintenance Covenants and Restrictions of River Crossing, as recorded in Official Records Book 6604, Page 1618, Public Records of Hillsborough County and all subsequent amendments thereto, do hereby certify that, by the affirmative vote of no less than seventy-five percent (75%) of the membership who were present in person or by proxy at the special meeting of the membership as originally convened on July 14, 2010 at 7:30 p.m., at 4330 Bell Shoals Road, Valrico, Florida 33596 and then as recessed as reconvened on October 12, 2010 at 8:00 p.m. at 1903 River Meadow Court, Valrico, Florida 33596, in accordance with the Amended Bylaws of River Crossing Community Association, Inc., the following amendment to Article V, Section 5 of the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing was duly adopted and approved as follows:

Article V, Section 5 of the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing was deleted in its entirety and replaced with the following text:

5. Fences.

Part A. All fences shall be shadowbox, board-on-board or stockade style. Except for Conservation Lots mentioned below, all fences shall be wood or PVC material. Any gate incorporated into a fence or fence line shall match the fence material abutting the gate. All fences shall be installed with the posts and supports on the inside of the fence facing the dwelling on the Lot. No fence shall exceed six (6) feet in height. Fences composed of wood may be painted, stained or coated with a clear sealant to protect the wood. Paint and stains shall be approved by the Association prior to being applied to any fence to ensure that the color of each fence is consistent with this Declaration and the Association's rules, regulations and design standards.

Part B. For those Lots listed in Exhibit "A", which are Conservation Lots, the fencing abutting the side and rear Lot lines shall be 3-rail black aluminum, with

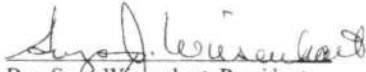
Certificate of Amendment to the  
Amended Declaration of Maintenance  
Covenants and Restrictions of River Crossing

alternating pressed spears and a rail over the top. Pickets should be spaced 3 1/2 to 4 1/2 inches apart. The portion of the black aluminum fence abutting the rear Lot line shall be at least twenty (20) feet from the edge of any pond or conservation area. Notwithstanding anything in this Declaration to the contrary, the fencing abutting the rear Lot line of any Conservation Lot listed in Exhibit "A" shall not exceed four (4) feet in height. This restriction is intended to ensure that views of conservation areas, lakes, ponds and woodlands are not obstructed by fencing. Fencing in the front of any Conservation Lot listed in Exhibit "A" shall comply with the provisions of Part A above.

Part C. This amended Article 5 shall only apply to new and replacement fences after it is approved by the Members of the Association and is recorded in the public records of Hillsborough County, Florida. All existing fencing on a Lot may remain until such time as it must be replaced, as determined by the Board of Directors in its business judgment. Replacement fencing shall comply with all restrictions, rules and requirements in effect at the time replacement of the fencing is required.

CODING: New language is marked with a double-underline and deleted language is marked with a ~~strike-through line~~.

River Crossing Community Association, Inc.

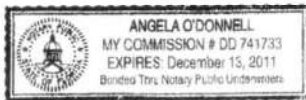
  
By: Suzy Wiesenhart, President


  
By: Grace Bailey, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Certificate of Amendment to the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing was acknowledged before me this 3<sup>rd</sup> day of November, 2010 by Suzy Wiesenhart, as President, and by Grace Bailey, as Secretary, of River Crossing Community Association, Inc., who are personally known to me or have produced FL Drivers Licenses as identification, who executed the foregoing Certificate of Amendment to the Amended Declaration of Maintenance Covenants and Restrictions of River Crossing, and acknowledged the execution thereof to be their free act and deed as such officer, for the uses and purposes therein mentioned, and that he has affixed thereto the seal of said corporation, and that said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of November, 2010.



  
NOTARY PUBLIC, State of Florida  
My Commission Expires: