

CC&Rs

River Ridge Country Club Homeowners Association



This Instrument Prepared by and Return to:
 Robert L. Tankel, Esquire
 Address:
 Robert L. Tankel, P.A.
 1022 Main Street, Suite D
 Dunedin, FL 34698

R

Rept: 686890 Rec: 15.00
 DS: 0.00 IT: 0.00
 06/05/03 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
 06/05/03 03:35pm 1 of 3
 OR BK 5388 PG 1050

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 RIVER RIDGE COUNTRY CLUB**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions for RIVER RIDGE COUNTRY CLUB, as described in Official Records Book 4012 at Page 1326 of Pasco County, Florida, were approved by the Declarant pursuant to its authority under Article XII, Section 3 of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of May, 2003 at Pasco County, Florida.

WITNESSES:

[Signature]
 Signature of Witness #1

BJ Kuncio
 Printed Name of Witness #1

[Signature]
 Signature of Witness #2

Byron Boyce
 Printed Name of Witness #2

N.G. DEVELOPMENT CORPORATION

By: [Signature]
 Michael D. Boyce, President

Attest: [Signature]
 Dona J. Williamson, Secretary

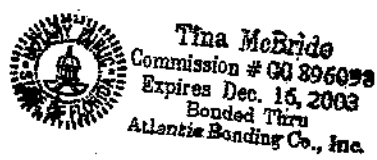
STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 27th day of May, 2003 by Michael D. Boyce and Dona J. Williamson, to me known to be the President and Secretary of N.G. Development Corporation, a Florida corporation, on behalf of the corporation. They are personally known to me or have produced personally known and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

Tina McBride
NOTARY PUBLIC

TINA M'BRIDE
Printed Name of Notary Public

My Commission Expires:



**ADOPTED AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIVER RIDGE COUNTRY CLUB**

1. Article II, Section 4 of the Declaration is amended to read as follows:

Section 4. ARCHITECTURAL CONTROL: No exterior change or modification shall be made to any residential dwelling constructed on a Lot or Parcel until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of same, shall have been submitted to, and approved in writing, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Association's Board. The RRDRRC must also consider, and if permitted, approve of such submission. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall: (1) assure harmony of external design, materials and location in relation to the surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties. Neither the Association, the Board, the RRDRRC, or any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article. The approvals called for herein, if granted, may be granted by a resolution adopted at a meeting of the entity granting such approval, or an instrument in writing, signed by a majority of the members of the entity granting such approval. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. (REMAINDER OF PROVISION UNAFFECTED).

2. Article II, Section 4, Subsection F of the Declaration is amended to read as follows:

F. Fencing: Except for fences or walls erected by the Declarant to delineate the boundaries of River Ridge Country Club, fences and walls will not be permitted on any Lot boundary within the Properties. This includes Lot boundaries that are contiguous to the Golf Course as well as Lot boundaries that are not contiguous to the Golf Course. Also included in this restriction are hedges or similar landscaping on any Lot boundary and chain link or other fences or containers installed on any Lot for the purpose of boarding or housing dogs or other animals on a permanent or temporary basis.

FILE

This Document Prepared By and Return to:
M. D. Boyce, President
N.G. Development Corp.
8201 River Ridge Blvd.
New Port Richey, Florida 34654

2003031441

Rept: 858888 Rec: 8.00
DS: 0.78 IT: 0.00
02/20/03 Dpty Clerk

Parcel ID Number:
Grant #1 TIN:
Grant #2 TIN:

JED PITTMAN, PASCO COUNTY CLERK
02/20/03 02:50pm 1 of 1
OR BK 5247 PG 367

Warranty Deed

This Indenture, Made this 19 day of February, 2003 AD. Between
N G Development Corp., a corporation existing under the laws of the
State of Florida
of the County of Pasco, State of Florida, grantor, and
River Ridge Country Club Homeowner's Association, Inc., a Fla. Corp.

whose address is: 8201 River Ridge Blvd.
New Port Richey, Fl. 34654
of the County of Pasco, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Pasco State of Florida to wit:
"TRACT 013", RIVER RIDGE COUNTRY CLUB, PHASE 6 according to the map
or plat thereof, as recorded in Plat Book 45, Pages 26 & 27
of the Public Records of Pasco County, Florida.

Subject to easements, restrictions and reservations of record.
Subject to Taxes for the Year 2002 and thereafter.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

N'G Development Corp.

Frances H. Duchene
Printed Name: FRANCES H. DUCHENE
Witness

By: M. D. Boyce (Seal)
M. D. Boyce, President
P.O. Address: 8201 River Ridge Blvd., New Port Richey, FL 34654

Bryan Boyce
Printed Name: Bryan Boyce
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 19 day of February, 2003 by
M. D. Boyce, President of N G Development Corp., a Florida Corporation,
on behalf of the corporation

he is personally known to me or he has produced his Florida driver's license as identification.

Jed Pittman
Notary Public - State of Florida
My Commission Expires Apr 24, 2005
Commission # CC97762
Printed Name: Jed Pittman
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE
OR OF PUBLIC RECORD IN THIS OFFICE. WITNESS MY
HAND AND OFFICIAL SEAL THIS 20 DAY OF
February, 2003

JED PITTMAN, CLERK OF CIRCUIT COURT
BY: Jed Pittman DEPUTY CLERK

This Instrument Prepared by and Returned to:
M. D. Boyce, President
N. G. Development Corporation, Inc.
8201 River Ridge Boulevard
New Port Richey, FL 34654



2003021035

Rept: 652648 Rec: 15.00
DS: 0.00 IT: 0.00
02/05/03 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
02/05/03 11:02am 1 of 3
OR BK 5228 PG 1302

FIFTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER RIDGE COUNTRY CLUB

N.G. Development Corporation, by these presents does hereby supplement the Declaration of Covenants, Conditions and Restrictions for River Ridge Country Club ("Declaration"), which was recorded at Book 4012 at Page 1326 et. seq. of the Public Records of Pasco County, Florida as previously supplemented by the addition of additional land in the First Supplement recorded at Book 4408 Page 1339 of the Official Records of Pasco County, Florida and by the Second Supplement recorded at Book 4491 Page 1563 of the Official Records of Pasco County, Florida and by the Third Supplement recorded at Book 4657 at Page 1129 of the Official Records of Pasco County, Florida and by the Fourth Supplement recorded at Book 4657 at Page 1126 of the Official Records of Pasco County, Florida by herewith submitting additional land to said Declaration. This Supplement is made pursuant to Article IX of the before-mentioned Declaration. The Declaration is supplemented as follows:

The property more particularly described in Exhibit A attached hereto is hereby made subject to the before-mentioned Declaration and is added as supplementary Exhibit A to said Declaration.

This Supplement to the Declaration of Covenants, Conditions and Restrictions for River Ridge Country Club is made this 31 day of January, 2002. 2003.

N. G. DEVELOPMENT CORPORATION

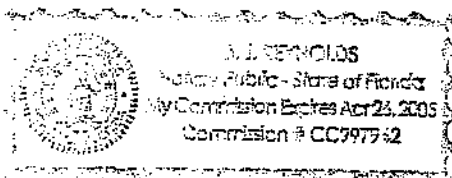
By: 
Michael D. Boyce, President

Attest: 
Dona J. Williamson, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME the undersigned personally appeared Michael D. Boyce and Dona J. Williamson, to me known to be the President and Secretary, respectively, of N. G. Development Corporation, and jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of January, 2002-2003.



A.L. Reynolds
NOTARY PUBLIC
Printed Name

My Commission Expires:

EXHIBIT "A"

RIVER RIDGE COUNTRY CLUB, PHASE 6 as per plat thereof. Recorded in Plat Book

45, Pages ~~26~~^{and} through 27, Public Records of Pasco County, Florida.

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698



2001090499

Rcpt: 510326 Rec: 46.50
DS: 0.00 IT: 0.00
07/03/01 Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK
07/03/01 04:21pm 1 of 10
OR BK 4657 PG 1116

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AGREEMENT

This Agreement made this 26th day of June, 2001 by and between River Ridge Golf Club, Inc. (hereinafter referred to as "Club") and Edgewood at River Ridge Country Club Homeowners' Association, Inc. (hereinafter referred to as "Association").

This Agreement is made pursuant to the authority granted to Association pursuant to Article XIII of the Declaration of Covenants of Edgewood at River Ridge Country Club.

1. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meaning specified below:

"Club Facilities" shall mean the actual facilities, improvements and personal property which the Club shall actually have constructed and/or made available to members of Association pursuant to this Agreement. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME.

"Club Fee" shall mean the fee to be paid to the Club by the Association pursuant to the provisions hereof.

"Club Operating Costs" shall mean all costs (as such term is used in its broadest sense) of owning (including the debt service of the owner of the Club), operating, managing, maintaining, insuring the property owned by the Club whether direct or indirect including, but not limited to, trash collection, utility charges, maintenance, legal fees of the Club relative to Club business, operations and/or governing documents, cost of supervision, management fees, reserves, repairs, replacement, refurbishment, payroll and payroll costs, insurance, working capital, ad valorem or other taxes, assessments, costs, expenses, levies and charges of any nature which may be levied, and posed or assessed against, or in connection with the operation of the Club. Club Operating Costs shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities.

"Club Owner" shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of some or all of the rights of Club of the owner of the Club hereunder. Notwithstanding the fact that the owner of the Club and

the Declarant may be the same party, affiliates or related parties from time to time, Association acknowledges that Club Owner and Declarant shall not be considered being one and the same party, and neither of them shall be considered the agent nor partner of the other. At all times, Club Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to full, prompt, complete and continuous performance of their obligations hereunder.

"Club Property" shall mean the real property described as Exhibit A attached hereto or such other real property identified as Club Property by Club Owner from time to time by written amendment to this Agreement.

"Default Rate" shall mean the lesser of 18% per annum or the highest interest rate allowed by law.

"Immediate Family Members" shall mean the spouse of the Member and all unmarried children 22 years of age and younger of either the Member or the Member's spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Residential Unit in addition to children of the Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Residential Unit.

"Member" shall mean every person who is a member of the Association and as such is entitled to use the Club Facilities pursuant to this Agreement. The following are categories of Members:

1. A member of the Association who has not leased his or her Unit. An Owner becomes a Member by acceptance of a deed to a Residential Unit within the property subject to administration by the Association; and
2. Each Tenant of an individual Residential Unit; provided, however, for the purposes of membership, there shall be only one Tenant per Residential Unit; and

A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Tenant legally entitled to possession of a rental Residential Unit. Each Member shall be obligated to provide Club Owner with proof of residency (or occupancy in the case of a Guest) upon Club Owner's Request for the same. Unless otherwise specified herein, when the term "Member" is used in this Agreement such terms will not be deemed to include Outside Members.

"Outside Member" shall mean any person or entity who is not an Owner within River Ridge and wishes to use the Club on a temporary or permanent basis. Outside Members may include the general public.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to an individual Residential Unit. Once an Owner leases the Residential Unit, only the Tenant shall be entitled to exercise the privileges of a Member with respect to such Residential Unit;

however, Owner shall be responsible for all Club Charges pursuant to this Agreement payable to Association as part of its budget.

3. Persons entitled to Use the Club.

3.1 Rights of Members. Each Member and his or her Immediate Family Members shall have such nonexclusive rights and privileges as shall from time to time be granted by Club Owner but these rights and privileges shall always include the following:

A. Use of any room or facility within the Club (which is not being used as an office or sales area) upon payment of the established fees and costs thereof, subject to available capacity and hours of available use which may be established by Club Owner from time to time;

B. Use of the Fitness Center, if any as changed from time to time and swimming pool;

C. The right to participate in and attend all social events for Members (unless an event is limited to a specific interest group or organization authorized by Club Owner) upon the payment of the established fees and costs thereof, if any, and subject to the available capacity of the event.

If a Residential Unit is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate the person who will be the Member of the Club with respect to such Residential Unit. Members will have no right to access the commercial space comprising part of the Club Facilities or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

3.2 Uses by Outside Members and Persons Other than Owners and Tenants. Club Owner has the right at any and all times, and from time to time, to make the Club available to Outside Members and any other persons other than Owners and Tenants, as it deems appropriate. Club Owner will establish the fees to be paid by any Outside Member of the Club. The granting of such rights will not invalidate this Agreement, reduce or abate any Owner's obligations to pay Club Charges pursuant to these Club Covenants pursuant to this Agreement, or give any Owner the right to avoid any of the provisions of this Agreement.

4. Ownership of the Club.

4.1 Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

4.2 Option of Club Owner. In Club Owner's sole discretion, Club Owner will have the option at any time to transfer the club to the Villages at River Ridge Association, Inc. so that it will be under the complete ownership of the members thereof. Said sale, if and when it occurs, will be strictly subject to the conditions set by Club Owner at the time of the sale.

5. Club Charges. Association agrees to pay the Club the initial sum of twenty-five (\$25.00) dollars per residential unit, per month as consideration for the services provided to Association and its members as set forth hereinto reimburses the Club for Club Operating Costs. In consideration of the payment of \$25 per completed residential unit per month to the Club, the Association acknowledges that the fees charged are substantially less than those charged individual members. The purpose of the Club charges is to defray basic membership in the Club allowing use of the facilities as any other member of the Club. Additional costs for dining, uses of the bar, golf, and other activities generally charged to all other members of the Club are additional and are not covered by the fee called for herein.

5.1 The \$25 per unit per month fee may be increased by the Club from time to time at the end of any calendar year. The increase will not be more than 10% per year during the term of this Agreement.

5.2 The Club Owner will have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket service and/or use fees and charges for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events or performances held in the Club Facilities

5.3 Faithful payment of the sums due, and performance of the other obligations hereunder, at the time stated, shall be of the essence. In the event that Association fails to pay any amounts due within ten (10) days from the date when due, the Club shall have the right to bring an action for damages against the Association for the amount of the Club Charges that are unpaid. The Club Owner or Club Manager shall give the Association ten (10) days written notice of the delinquency. In the event that legal action is brought to collect the Club Charges, the Association will pay interest on unpaid Club Charges, pre-litigation attorney fees and all attorney fees and court costs incurred in the litigation. Furthermore, the balance of the Club Charges for the calendar year may be accelerated in the event of a delinquency. In the event of a delinquency and, upon notice, said acceleration will be effective and may be collected by the legal action described herein. The Association will not have the right to withhold payment or to object to either the method of payment or nonpayment by any other persons entitled to use the Club or for any other reason on the sums due. If any Club Charges are not paid within ten (10) days after the date when due, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25 per month, or such greater amounts established by Club Owner may be levied. The attorney fees will also include paraprofessional fees at all level of proceedings, including appeals, collection and bankruptcy. Additionally, in the event of nonpayment, the Club may bar members of the Association from using any facilities of the Club.

5.4 General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Immediate Family Member, and other person entitled to use the Club will comply with the general following restrictions:

6. Minors between the age of sixteen (16) years of age and eighteen (18) years of age are permitted to use the Club Facilities pursuant to consent forms provided by Club Owner from time to

time (other than the fitness center) without adult supervision. Minors between sixteen (16) and eighteen (18) years of age and older may use the fitness center either with adult supervision or without adult supervision if such persons parent or legal guardian releases Club Owner from liability for such use pursuant to consent forms provided by Club Owner from time to time. Parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors less than sixteen (16) years of age are not permitted to use the Club without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

7. **Responsibility for Personal Property and Persons.** Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members, and guests, and the personal property of all of the foregoing, and each Member will not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

8. **Cars and Personal Property.** The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool areas.

9. **Activities.** Any Member, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities do so at their own risk. Every Member will be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member, or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

10. **Indemnification of Club Owner.** In addition, each Member, Immediate Family Member, and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the such Member's membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members, and their guests, or the interpretation of this Agreement, and/or the Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties.

11. **Attorneys' Fees.** Should any Member and/or Immediate Family Members bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member will be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

12. **Unrecorded Rules.** Club Owner may adopt rules and regulations ("Rules and Regulations") from time to time. Such Rules and Regulations may not be recorded; therefore, each Owner and Tenant should request a copy of unrecorded Rules and Regulations from the Club and become familiar with the same. Such Rules and Regulations are in addition to the general restrictions set forth in this Section.

13. **Violation of the Rules and Regulations.**

13.1 **Basis for Suspension.** The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner, such people are not an Owner or a Tenant; the Member violates one or more of the Rules and Regulations or restrictions contained herein; an Immediate Family Member, guest or other person for whom a Member is responsible violates one or more of the restrictions contained herein; the Association fails to pay Club Charges as required herein in which case all members of Association may have use rights suspended; or a Member, Immediate Family Member, and/or guest has injured, harmed, or threatened to injure or harm any person within the Club Facilities or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner. In the event of a suspension, the Club Owner may suspend the membership of a Tenant if the Association fails to pay all charges required to be paid hereunder, as well as the rights of Immediate Family Members.

13.2 **Destruction.** In the event of the damage by partial or total destruction by fire, wind storm, or any other casualty, for which insurance will be payable. Any insurance proceeds will be paid to the Club Owner. If Club Owner elects, in its sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds will be available for the purpose of reconstruction or repair of the Club. There will be no abatement in payments of Club Charges during casualty or reconstruction. If Club Owner elects not to reconstruct the Club Facilities, Club Owner may terminate this Agreement.

13.3 **Risks of Loss.** Club Owner will not be liable for, and the Association and its Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or wastewater about the Club, or from any act of negligence of any other person, or fire, or hurricane or other act of God, or from any cause whatsoever, occurring after the date of this Agreement. In the event of any such occurrence, there will be no abatement in Club Charges unless agreed to in writing by Club Owner.

14. **Eminent Domain.** If, during the operation of this Agreement, an eminent domain

proceeding is commenced affecting the Club, then, in that event, the following conditions will apply:

14.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Agreement by written notice given to Association, which notice will be recorded in the Public Records. Should such notice be given, this Agreement and the obligations hereunder will terminate. All damages awarded in relation to the taking will be the sole property of Club Owner.

14.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines that the taking is not a complete taking, then, in such event, Club Owner will have the option, to the extent legally possible, utilize a portion of the proceeds of such taking for the restoration, repair or remodeling of the remaining improvements to the Club or to terminate this Agreement. All damages awarded in relation to the taking will be the sole property of Club Owner, and Club Owner will determine what portion of such damage, if any, will be applied to restoration, repair or remodeling.

15. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Club Owner, their respective officers, directors, shareholders and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners or Members, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including but not limited to pre-litigation, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. In addition Association will and does hereby, indemnify and save harmless Club Owner from and against any and all claims, suits, actions, damage and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Club, by reason or as a result of Association's operation, management, or occupancy of the Club, and from and against any orders, judgments, and/or decrees that may be entered thereon, and from and against all costs, counsel fees, paraprofessional fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof. Association will immediately give Club Owner notice in writing that the same are about to be incurred and Club Owner will have the option of making the necessary investigation and employ, at the expense of Association, counsel of Club Owner's own selection for the defense of any such claims and expenses. The indemnifications provided in this Section will survive termination of this Agreement. The cost and expense of fulfilling this covenant of indemnification will be Operating Costs to the extent such matters are not covered by insurance maintained by the Club Owner or the Association.

16. Resolution of Disputes. ASSOCIATION AND EACH MEMBER THEREOF AGREE THAT THIS AGREEMENT COMPRISES A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH MEMBER THEREOF AGREE THAT JUSTICE

WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THESE CLUB COVENANTS ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY WILL BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY.

17. **Amendment.** This Agreement may not be amended without the prior written consent of the Club Owner. Club Owner will have the right to amend this Agreement as it deems appropriate, without the joinder or consent of any person or entity whatsoever. This right to amend is to be construed as broadly as possible.

18. **Severability.** Invalidation of any of the provisions of this Agreement by judgment or court order will in no way affect any other provision and the remainder of this Agreement will remain in full force and effect.

19. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Agreement will be deemed to have been properly sent when mailed, post paid, to the last known address at the time of mailing.

20. **Florida Statutes.** Whenever this Agreement refers to the Florida Statutes, they will be deemed to refer to the Florida Statutes as they exist on the date this Agreement is executed and will not incorporate any changes in Florida Statutes after the execution hereof.

21. **Headings.** The headings within this Agreement are for convenience only and will not be used to limit or interpret the terms hereof.

22. **Association to Bear Legal Expenses.** In the event that there is any ambiguity or question regarding the provisions of this Agreement, Club Owner's determination of such matters will be conclusive and binding. Therefore, and in order to ensure that the Owners, Members and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Agreement, Association will bear all legal expenses of both Association and Club Owner including, without limitation, all attorneys' fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

23. **Term.** This Agreement will commence on the date of its execution and will continue for a period of fifteen (15) years thereafter, and will automatically renew for like periods thereafter, unless either party gives notice to the other, by certified mail return receipt requested, not more than ninety (90) days prior to the renewal date.

24. **Commencement of payments hereunder.** Notwithstanding the fact that this Agreement

Printed Name of Notary Public

EDGEWOOD AT RIVER RIDGE COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Michael Boyce, President

Witnesses:

[Signature]
Signature of Witness #1

B. J. Reynolds
B. J. Reynolds
Printed Name of Witness #1

[Signature]
Signature of Witness #2

Robert L Tankel
Printed Name of Witness #2

Attest: [Signature]
Dona Williamson, Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 26 day of June, 2001 by Michael Boyce and Dona Williamson, to me known to be the President and Secretary of EDGEWOOD AT RIVER RIDGE COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
NOTARY PUBLIC

Printed Name of Notary Public
B. J. REYNOLDS
Notary Public - State of Florida
My Commission Expires Apr 26, 2005
Commission # CC997942

is effective on its full execution, payments due by Association hereunder will not commence until the first issuance of a Certificate of Occupancy for the facilities to be used by members of Association hereunder.

NOW THEREFORE, Club Owner and Association have set their signatures below as of this 26 day of June, 2001.

RIVER RIDGE GOLF CLUB, INC.

By: Michael Boyce
Michael Boyce, President

Witnesses:

B.J. Reynolds
Signature of Witness #1

B.J. Reynolds
B.J. Reynolds
Printed Name of Witness #1

[Signature]

Signature of Witness #2

Robert L. Tankel

Printed Name of Witness #2

Attest: Dona Williamson
Dona Williamson, Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 26 day of June, 2001 by Michael Boyce and Dona Williamson, to me known to be the President and Secretary of RIVER RIDGE GOLF CLUB, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



B.J. Reynolds
NOTARY PUBLIC

Printed Name of Notary Public



This Instrument Prepared by and Return to:
 Robert L. Tankel, Esquire
 Address: Robert L. Tankel, P.A.
 1022 Main Street, Suite D
 Dunedin, Florida 34698



Rcpt: 510326 Rec: 33.00
 DS: 0.70 IT: 0.00
 07/03/01 *Danok* Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
 07/03/01 04:21pm 1 of 7
 OR BK 4657 PG 1134

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DECLARATION OF EASEMENT FOR ACCESS, INGRESS AND EGRESS
 THROUGH SECURITY GATES**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, River Ridge Golf Club, Inc. a Florida Corporation, and NG Development Corporation, a Florida corporation, hereinafter referred to as "GRANTORS", either have or retained the right to grant certain easements over and through the Common Area of River Ridge Country Club as described in the Declaration thereof; and

WHEREAS, it is the desire of the GRANTOR to provide use, access, ingress and egress through and about the roadways and security gates that service the owners, licensees and invitees of River Ridge Country Club, and Edgewood at River Ridge Country Club as may be constructed or are in place as of the date hereof which roadways are described in the Plats that are subject to the Declaration of Restrictions thereof recorded at Book 4012 at Page 1346 of the Official Records of Pasco County, Florida and Edgewood at River Ridge Country Club, as described in the Declaration of Restrictions thereof recorded at Book 4012 at Page 1390 - of the Official Records of Pasco County, Florida, as amended; and
 1730

WHEREAS, GRANTORS desire to grant easements to River Ridge Country Club Homeowners' Association, Inc. and Edgewood at River Ridge Country Club Homeowners Association, Inc, jointly, hereinafter to be known jointly and collectively as well as individually as "GRANTEES", their successors in interests and assigns, which GRANTEES are the homeowner associations that are operating adjoining properties; and

FOR AND IN CONSIDERATION of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, and the mutual covenants and promises established herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the GRANTORS hereby establish, create, gives and grant onto the GRANTEES a nonexclusive, perpetual easement in common with the GRANTORS, their successors in interest and assigns for purposes of ingress, egress and access over the roadways and use of the security gates located within the property owned by GRANTORS or described in the Plats subject to the Declaration of River Ridge Country Club, together with the right of ingress and egress over and across such property, insofar as right of ingress and egress is necessary for the proper use of any right granted hereunder.

Such easement shall be nonexclusive and in common with the GRANTORS for the use, maintenance, repair and replacement of the roadways and security gate.

In the exercise of the easement granted herein, in the event of replacement or repair to the security gates or other security facility as originally installed by GRANTORS within the easement, the GRANTEES, their successors or assigns, shall be obligated to pay for the cost of such repair, replacement or maintenance of the security gates and related security facilities installed by GRANTORS.

The covenants and agreements to be kept, performed and observed hereunder and the easements, rights and privileges herein established, granted and created are intended to be and shall be construed as covenants running with the land, which land is defined as the property subject to the Declarations of Restrictions referred to above and shall be binding upon and in order to the benefit of the GRANTORS, its successors and assigns, and all subsequent owners and occupants of the land or any part thereof and upon GRANTEES, provided, however, that nothing contained herein shall give the public any rights with respect to the easements herein established.

GRANTORS and GRANTEES covenant and agree that the GRANTORS, its successors and assigns shall not have any obligation to replace, repair or maintain the security gate and related systems installed by GRANTORS.

The cost of maintenance of the security gates and related facilities shall be borne proportionately by GRANTEES in relation to the number of lots upon which residences have been constructed on the properties administered by GRANTEES and divided proportionately. By way of example and not of limitation, if Edgewood at River Ridge Country Club Homeowners Association, Inc. has 37 lots upon which residences have been constructed, and River Ridge Country Club Homeowners' Association, Inc. has 63 lots upon which residences have been constructed, then the parties shall be responsible for 37% and 63% of the costs respectively. No additional costs for management services, electricity or routine operation are to be shared by the Grantees hereunder, it being the intent that the party upon whose Common Area the facilities are located shall be responsible for insurance, provision of electricity and routine day-to-day operation of the security gates and related facilities.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals to this Declaration of Easement this 3 day of July, 2001.

NG DEVELOPMENT CORPORATION

Witnesses:

By: [Signature]
Michael Boyce, President

[Signature]
Signature of Witness #1
Bryan Boyce
Printed Name of Witness #1

Attest: [Signature]
Dona Williamson, Secretary

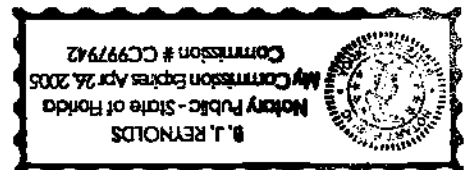
[Signature]
Signature of Witness #2
FRANCES H. DUCHENE
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 3 day of July, 2001 by Michael Boyce and Dona Williamson, to me known to be the President and Secretary of NG DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
NOTARY PUBLIC
Printed Name of Notary Public

THE FOLLOWING CORPORATIONS, AS GRANTEEES, HEREBY JOIN IN AND CONSENT TO THE RIGHTS AND OBLIGATIONS CREATED HEREIN.



RIVER RIDGE COUNTRY CLUB
HOMEOWNERS' ASSOCIATION, INC.

Witnesses:

By: [Signature]
Michael Boyce, President

[Signature]
Signature of Witness #1

Bryan Boyce
Printed Name of Witness #1

Attest: [Signature]
Dona Williamson, Secretary

[Signature]
Signature of Witness #2

FRANCES M. DUCHENE
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 3 day of July, 2001 by Michael Boyce and Dona Williamson, to me known to be the President and Secretary of RIVER RIDGE COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
NOTARY PUBLIC

Printed Name of Notary Public _____

EDGEWOOD AT RIVER RIDGE COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Michael Boyce, President

Witnesses:
[Signature]
Signature of Witness #1

Bryan Boyce
Printed Name of Witness #1

Attest: [Signature]
Dona Williamson, Secretary

[Signature]
Signature of Witness #2

FRANCES M. DUCHENE
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 3 day of July, 2001 by Michael Boyce and Dona Williamson, to me known to be the President and Secretary of EDGEWOOD AT RIVER RIDGE COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
NOTARY PUBLIC

Printed Name B. J. REYNOLDS
Notary Public - State of Florida
Commission Expires Apr 26, 2005
Commission # CC997942

RIVER RIDGE GOLF CLUB, INC

Witnesses:

By: [Signature]
Michael Boyce, President

[Signature]
Signature of Witness #1
Bryan Boyce
Printed Name of Witness #1

Attest: [Signature]
Dona Williamson, Secretary

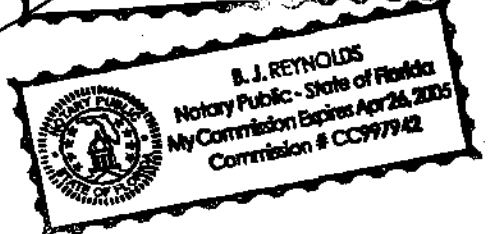
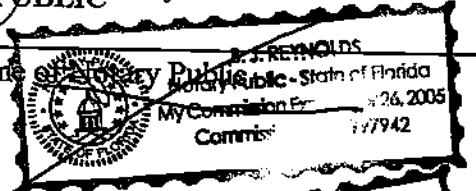
[Signature]
Signature of Witness #2
FRANCES M. DUCHENE
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

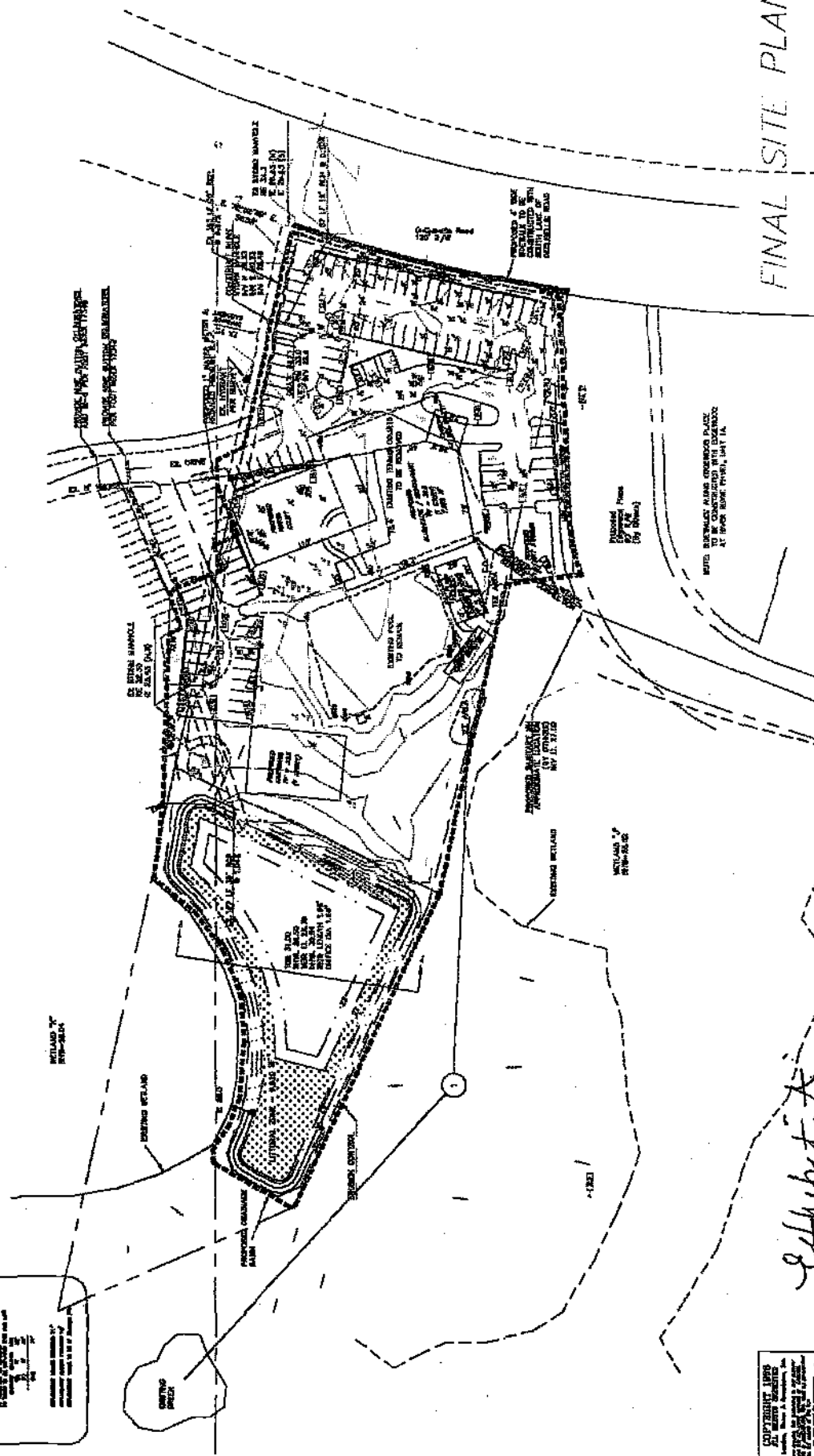
The foregoing instrument was acknowledged before me this 30 day of July, 2001 by Michael Boyce and Dona Williamson, to me known to be the President and Secretary of RIVER RIDGE GOLF CLUB, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
NOTARY PUBLIC

Printed Name



FINAL SITE PLAN



LANDSCAPE RESIDENT CALCULATIONS

1. 100% REPLACEMENT
2. 100% REPLACEMENT
3. 100% REPLACEMENT
4. 100% REPLACEMENT
5. 100% REPLACEMENT
6. 100% REPLACEMENT

THE ORIGINAL / REPLACEMENT

REPLACEMENT SHALL BE EQUAL TO OR GREATER THAN THE ORIGINAL PLANT IN SIZE, SPECIES, AND AGE.

CONSTRUCTION LOG

DATE: _____

BY: _____

Edward E. ...



98117117

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to:
Robert L. Tankel, Esq.

Address:
Robert L. Tankel, P.A.
1299 Main St. Suite F
Dunedin FL 34698-5333

R

Rcpt: 271522 Rec: 285.00
DS: 0.00 IT: 0.00
09/28/98 _____ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/28/98 12:48pm 1 of 63
OR BK 4012 PG 1326

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVER RIDGE COUNTRY CLUB

THIS DECLARATION, made on the date hereinafter set forth by
N.G. DEVELOPMENT CORPORATION, hereinafter referred to as
"Declarant."

W I T N E S S E T H:

WHEREAS, Declarant has recorded a Declaration of Covenants,
Conditions and Rights for The Villages at River Ridge, in Official
Record Book 2016, Pages 853-862 of Pasco County, Florida ("Villages
Declaration"); and

WHEREAS, Declarant hereby makes RIVER RIDGE COUNTRY CLUB
subject to the Villages Declaration, and

WHEREAS, Declarant is the owner of real property described in
Exhibit "A" (hereinafter referred to as ("RIVER RIDGE COUNTRY
CLUB")), attached hereto and intends by the recording of this
Declaration to impose additional Design and Use Standards with
respect to RIVER RIDGE COUNTRY CLUB;

NOW, THEREFORE, Declarant hereby declares that RIVER RIDGE
COUNTRY CLUB shall be held, sold and conveyed subject to this
Declaration and the Villages Declaration at, and the additional
Design and Use Standards in this Declaration which are for the
purpose of protecting the value and desirability of, and which
shall run with the real property subject to these Declarations and
which shall be binding on all parties having any right, title or
interest in the described RIVER RIDGE COUNTRY CLUB, or any part
thereof, their heirs, successors, successor-in-title or assigns and
shall inure to the benefit of each owner thereof. This Declaration
does not and is not intended to create a condominium within the

meaning of Chapter 718, Florida Statutes.

RIVER RIDGE COUNTRY CLUB is a portion of the Master Planned Unit Development known as River Ridge and is accordingly subject to the Declaration of Development Restrictions and Design Standards as set forth in Official Record Book 1372, Pages 166 through 203 of Pasco County, Florida, and Official Records Book 1641, Pages 604 through 624 of Pasco County, Florida, ("Prior Declaration"), and the Declaration of Covenants, Restrictions and Rights for the Villages Declaration, as set forth in Official Record Book 2016, Pages 853 through 862 of Pasco County, Florida, and this Declaration. In the event any Declaration is more restrictive, the most restrictive Declaration shall be enforceable and shall apply as set forth herein. This Declaration supplements and is in addition to all of the foregoing documents.

ARTICLE I DEFINITIONS

A. "Association" shall mean and refer to RIVER RIDGE COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit. A copy of the Articles of Incorporation are attached hereto as Exhibit "B."

B. "Assessments" Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner, and all other sums which may be assessed against a Unit Owner or which may be required to be paid by a Unit Owner to the Association pursuant to this Declaration, the Articles or By-Laws, and the Declaration, Articles or By-Laws of the Village at River Ridge Association.

C. "Board of Directors" or "Board" Refers to the Board of Directors or other representative body responsible for administration of the Association, and as further described in the By-Laws.

D. "Building" Means any Building contained within the Property from time to time as herein provided.

E. "By-Laws" Refers to the By-Laws of the Association as the

same may be amended from time to time. A copy of the Bylaws are attached hereto as Exhibit "C".

F. "Common Area" shall mean any real property, including the improvements thereto, owned from time to time by the Association or the Villages at River Ridge Association for the common use and enjoyment of the Unit Owners. The Common Area is owned by the Association or the Villages at River Ridge Association, and shall also consist of the property described in the By-Laws.

G. "Declarant" Shall mean and refer to N.G. Development Corporation, its heirs, successors and assigns.

H. "Declaration" Shall mean the instrument or instruments by which this development is created, as they are from time to time amended.

I. "Institutional First Mortgagee" Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Lots.

J. "Lot" means a numbered area as shown on the Plat.

K. "Member" Every record Owner of a Lot or Parcel which is subject to assessment shall be a member of the Association.

L. "Property" Means the Property subject to this Declaration.

M. "Voting Member" shall mean the Owner authorized to cast the vote for a Lot or Parcel as set forth in this Declaration.

N. "Villages Association" shall mean The Villages at River Ridge Association, Inc., its' successors and assigns.

O. "Parcel" Means every single family residence structure, including garage, if any, together with the Lot as shown on the Plat.

P. "Properties" shall mean the Property subject to this Declaration and such additions as the Declarant may make subject to this Declaration from time to time as permitted herein.

ARTICLE II DESIGN STANDARDS

Section 1. All construction, which term shall include without limitation, construction or remodeling of buildings, structures or other improvements, site work, plantings or removal of plants and trees, and every other activity of any kind or nature that could be deemed to be construction activity, shall take place in strict compliance with the guidelines set forth by the River Ridge Development Review Committee ("RRDRC"). The RRDRC shall promulgate detailed standards and procedures governing their areas of responsibility and practice. The approval or disapproval of the RRDRC shall not be construed to either impose any requirements in violation of applicable federal, state or county regulations, or to eliminate or reduce any review requirements. In order to meet special situations which may not be foreseen, the RRDRC may allow variances of certain requirements. Any variance granted by the RRDRC shall not be considered precedent setting.

Section 2. The Board of Directors of RIVER RIDGE COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC. and the Villages Association shall have concurrent authority and standing to enforce in Courts of competent jurisdiction, in law or in equity, administratively or through the right of lien, any decision of the Association or the RRDRC. The Association, the Villages Association, or the RRDRC shall have the right, but not the obligation to enter into any Lot, Parcel, building or residence for the purpose of inspection or emergency, or to cure any condition which may increase the possibility of fire or other hazard in the event any Member fails or refuses to cure such condition upon request of the Association, the Villages Association, or the RRDRC.

Section 3. The Association and the RRDRRC may, from time to time, promulgate guidelines and standards to aid in the administration of the Declaration and any and all amendments thereto.

Section 4. ARCHITECTURAL CONTROL: No exterior change or modification shall be made to any residential dwelling constructed on a Lot or Parcel, nor shall any fences, wooden, wire, or any other kind, walls, structures or improvements be added to a Lot or Parcel after it has been conveyed by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Association's board. The RRDRRC must also consider, and if permitted, approve of said submission. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall (1) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties. Neither the Association, the Board, nor RRDRRC nor any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article. The approvals called for herein, if granted, may be granted by a resolution adopted at a meeting of the entity granting such approval, or an instrument in writing, signed by a majority of the members of the entity granting such approval.

A. Architectural Intent: All buildings within RIVER RIDGE

COUNTRY CLUB shall be compatible in terms of height, materials, scale and other architectural elements, and they shall reflect quality construction and permanence.

B. Appurtenances: All exterior mechanical equipment including, but not limited to transformers, air conditioning compressors, either located on roofs or grade shall be screened from view by walls of the same material and color as of the building or by an opaque landscaping screen. Any roof appurtenances projecting above the roof shall be screened from the front view, with the exception of ridge vents, which design and location must be approved by the Association and the RRDRRC in advance.

C. Outbuildings: No tool, storage room, or other structure may be constructed upon any Lot or Parcel without the written approval of the Association and the RRDRRC.

D. Windows, Doors and Screening: No window air conditioning units shall be permitted. Bright-finished or brightly painted metal exterior doors, windows, window screens, louvers, exterior trim or structural members are not permitted. All screening shall be constructed utilizing anodized or electrostatically painted aluminum which color shall be approved by the Association and the RRDRRC. The use of reflective mirror finishes on windows is prohibited.

E. Screened Porches & Patios, Pools and Spa Enclosures: Design for all enclosures, including spa, hot tub and swimming pool enclosures (screen or otherwise), must be approved, in writing, by the Association and the RRDRRC prior to construction.

F. Fencing: Walls and fences are discouraged, however if a wall or fence is constructed, it must be approved by the Association and the RRDRRC. No fence or boundary wall will be constructed with an average height of more than four (4) feet above the ground level of adjoining property. Chain link or metal fences will be allowed if covered with brown or green vinyl. All such fences shall be landscaped on the inside with hedges planted with a minimum height of three (3) feet at the

time of the initial installation of the fence. No fencing is allowed on or over drainage swales. Fences placed in easements are at the sole risk of the Member and shall be removed upon request by the Association and/or the RRDR or Pasco County. No fences, walls, hedges or similar landscaping may be installed on any Lot boundary contiguous to the Golf Course Property.

G. Recreation and Play Structures: All privately owned play structures on lots shall be located in the rear of such lots. Basketball backboard and any other fixed game structures shall be located behind the front building line of single family dwellings and not visible from a street or front of the Lot or parcel. Moveable backboards shall be removed from sight and placed in an enclosed garage or laid down behind an approved fence when not in use.

H. Antennas, Satellite Dishes or Receivers: No antennas, satellite dishes that are in excess of one (1) meter in diameter, or electronic receivers are allowed. Satellite dishes and antennas allowed by federal law shall be placed on the Lot strictly in accordance with the policies adopted by the Association from time to time, which shall not unreasonably increase the cost or unreasonably delay or prevent installation, or preclude reception of an acceptable quality signal.

I. Garages: Each shall have a garage which shall accommodate at least one (1) but not more than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be an integral part of the and conform architecturally to the dwelling to which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles and storage of Members personal household goods. No garage may be altered in such a manner that the number of automobiles which may be reasonably parked therein after the alteration, is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

J. Driveways: All driveways shall be constructed of concrete or brick. No mulch or dirt parking areas or drives are permitted, except for temporary builder model homes or construction parking if approved by the RRDRRC.

K. Swimming Pools and Spas: Swimming pools and spas must conform to building requirements as required by applicable law and must be located to the rear of the main structure on any Lot or Parcel. No above-ground swimming pools shall be erected, constructed or installed on any Lot or Parcel. Spas above-ground shall not exceed a sixty-four (64) square foot surface area. All pool equipment must not be visible from a street or any other Lot or Parcel. A wall, fence or hedge may be used around pool equipment to buffer the view of the equipment from the street or any other Lot or Parcel. All such improvements are subject to review and approval by the Association and the RRDRRC prior to installation.

L. Clotheslines, Garbage Cans, Tanks and Solar Collectors: All clotheslines, garbage cans, above-ground tanks and other similar items shall be located or screened so as to be completely hidden from the view of a Lot or Parcel from any direction and such screening must be approved by the Association and the RRDRRC. Any solar energy collector shall be installed as required by law, and except as prohibited by law, must not be visible from the street and must be approved by the Association and the RRDRRC. No lawn ornaments shall be permitted unless approved by the RRDRRC.

M. Mailboxes, Delivery Receptacles and Property Identification Markets: The Association and the RRDRRC shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials and of name signs for such receptacles, as well as property identification markers. Such receptacles shall be of a type consistent with the character of the neighborhood and shall be placed and maintained to compliment the homes in the neighborhood.

N. Exterior Lights: All exterior lighting shall be consistent with the theme established for RIVER RIDGE COUNTRY

CLUB and be limited to the minimum necessary for safety, identification and decoration. No exterior lights shall be permitted which, in the opinion of the Association and RRDR, would create a nuisance to the adjoining Lot or Parcel. Exterior lighting of buildings for security and/or decoration shall be limited to concealed uplighting or downlighting.

O. Oil Drilling: No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted anywhere in RIVER RIDGE COUNTRY CLUB. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any portion of RIVER RIDGE COUNTRY CLUB.

P. Signs: No advertising signs or billboards shall be erected within RIVER RIDGE COUNTRY CLUB or displayed to the public, except professionally lettered signs which are approved by the Association and the RRDR. Sign size, type, composition, graphic design, color, lighting and proposed location will be considered part of the approval process. No pool company signs shall be permitted to be displayed anywhere in RIVER RIDGE COUNTRY CLUB.

Q. "For Rent" and "for Sale" Signage: No "For Rent" signs are allowed in RIVER RIDGE COUNTRY CLUB. Only one professionally made "For Sale" sign is allowed per home, and this sign must be removed immediately after the home is sold. "For Sale" sign shall not exceed 4 sq. ft. All signs must be approved by the Association and the RRDR.

R. Infrastructure: No improvements, including but not limited to curb, drainage structure, water line, sewer line or portion of any street shall be removed or altered for any purpose without the specific written consent of the Declarant and/or Pasco County. Owners of respective Lots or Parcels shall be directly responsible financially to the Declarant or to the proper authorities having jurisdiction for damage to the foregoing improvements resulting from the actions of the Members, employees of said Members or independent contractors furnishing labor or materials to or for said Members. No structure shall be erected, placed or permitted and no alterations shall be made or permitted in RIVER RIDGE COUNTRY

CLUB which in any way are at variance with the surface or sub-surface drainage of RIVER RIDGE COUNTRY CLUB as shown in any County of Pasco or subdivision drainage plans.

S. Title to Common Areas. No later than the time the Declarant consummates the sale of its last Lot or Parcel in the Properties, it shall convey title and the Association shall accept title to any Common Areas subject to such easements, reservations, conditions and restrictions as may then be of record. Declarant may convey title and the Association shall accept title at any time prior to the time referred to in this Section at Declarant's option. Said maintenance of the Common Areas shall be the responsibility of the Association.

ARTICLE III USE STANDARDS

Section 1. Lawful and Permitted Use: No Lot or Parcel may be used for any purpose tending to injure the reputation of RIVER RIDGE COUNTRY CLUB or River Ridge, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance or which is in violation of any public law, ordinance or regulation.

A. The permitted use of a residential Lot or Parcel is for use and occupancy as a residence for a single family, and shall not be used for commercial or business activities, including but not limited to, home occupation; and a single family residence for himself and the members of his family. A single family is defined to mean any number of persons related by blood, marriage, or adoption, or not more than two (2) unrelated persons living as a single housekeeping unit; and each Parcel shall be occupied by an Member, members of his family, his servants and guests or tenants as a residence and for no other purpose. The foregoing shall not preclude the use of a residential Lot or Parcel as a builders temporary model or sales center, or as the Declarant's office or sales or visitor center.

B. Nuisance: It shall be the responsibility of each Member to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Member's Lot or

Parcel. No Lot or Parcel shall be used in whole or in part for the storage of any property or thing that would cause such Lot or Parcel to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substances, thing or material be kept upon any Lot or Parcel which will emit foul or obnoxious odors or which will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be carried out upon any Lot or Parcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Lot or Parcel Owner. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any adjoining Lot or Parcel Owners.

C. Enforcement: If, in the opinion of the Association, Villages Association and/or the RRDRRC, any Member shall violate any provision of its Declaration, then the Association, Villages Association and/or the RRDRRC shall give written notice to the Member of the violation and the Member shall remedy the violation within ten (10) days after the date of the aforesaid notice of violation. After ten (10) days the Association, Villages Association and/or the RRDRRC or its agent, in addition to any other available remedies, shall have the right to enter upon said premises for the purpose stated in said notice and the expense of carrying out such purpose shall be charged to the Member of such Lot or Parcel and shall become a lien thereon collectible and enforceable in the manner provided in this Declaration and through the Declaration of Covenants, Conditions and Rights for The Villages at River Ridge Association, Inc., and its By-Laws and Articles of Incorporation.

D. Conservation Area: The areas shown as "conservation areas", "environmental areas," or "preservation areas" if any, on the Master development Plan of River Ridge, or subdivision plats or otherwise set forth in the Public Records, shall be left to remain and survive intact, in their present, natural condition and state. The disturbance in any

manner of the existing natural condition, character and state of the "environmental areas," "conservation areas" or "preservation areas," the vegetation thereon, or the ecology or topography thereof, is absolutely prohibited. It is the intention of the Declarant that these areas shall not be abused or molested in any manner whatsoever.

E. **Parking:** Members shall park only in their garages or in the driveways serving their Lots or Parcels, in areas (if any) or in assigned space (if any) designated by the Association and the RRDRRC, and then subject to such reasonable rules and regulations as the Association and/or the RRDRRC may adopt. Long term (72 hours) storage of any vehicle in the driveway shall be prohibited. No parking on streets shall be allowed.

1. All commercial vehicles (other than those present on business), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft and boat trailers must be parked entirely within a garage, with the door closed when parked therein except for brief periods for entering or exiting the garage. In no event shall a Lot or Parcel Owner park or allow to be parked in the garage or on the driveway more than the number of permitted vehicles that the garage can accommodate. Temporary construction parking and model home parking will be allowed upon written approval of the Association and the RRDRRC.

2. All parking shall be in accordance with State and County regulations and laws.

3. No stripped, unsightly, offensive, wrecked, junked, unregistered, unusable, non-driveable or dismantled vehicles or portions thereof shall be parked, permitted, stored or located upon any Lot, Parcel, Common Area, public or private right-of-way or anywhere within River Ridge. Assembly or disassembly of automobiles will not be allowed in RIVER RIDGE COUNTRY CLUB, except for such repairs as may be minimally necessary to move the vehicle off the Lot or Parcel.

F. Furniture and Appliances: No furniture or appliances designed for normal use of operation within dwellings shall be parked, permitted, stored or located on the outside of a Lot or Parcel without the express written approval of the Association and the RRDRRC.

G. Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel, except that no more than two (2) dogs, cats or other household pets, or combination thereof may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets shall at all times, whenever they are outside of the Lot or Parcel or a fenced area of the Lot or Parcel, be confined on a leash held, and under the direct control of a responsible Person. All animal droppings shall be immediately picked up by the owner of the pet. No pet may be kept outside a parcel when the occupant is not home.

Upon delivery to the Board of Directors of a Petition signed by at least three (3) Members indicating that a pet is causing a nuisance, the Board will take immediate action to notify the pet Owner of the problem, allowing 48 hours for the pet Owner to correct the problem. If no resolution is arrived at within 48 hours, the Board may immediately commence whatever action is necessary to alleviate the problem.

H. Guns and Weapons: The use of firearms within, near, on or around RIVER RIDGE COUNTRY CLUB is prohibited. The term "firearm(s)" include "B-B" guns, pellet guns and other firearms of all types, regardless of size. No person shall openly display or carry on his person, within, on, near or around any Common Area or adjoining land, firearms, air rifles, bow and arrow, sling shots, crossbows or any projectile mechanism.

I. Hunting: Hunting is not allowed on, near or around RIVER RIDGE COUNTRY CLUB. No person shall trespass on adjoining lands with the intent to hunt.

J. All Terrain Vehicles, Dirt Bikes and Motorcycles: No all terrain vehicles, dirt bikes, motorcycles or similar types of off-the-road vehicles are permitted to be operated anywhere

on, near or around RIVER RIDGE COUNTRY CLUB, except that they may be driven on the roadways of River Ridge if the vehicle is properly licensed and equipped with noise reduction equipment which reduces operating noise to a level which would not constitute a nuisance.

K. Storage of Building Materials: No building materials or equipment used for building purposes shall be stored on any Lot or Parcel except for the purpose of construction on such Lot or Parcel and shall not be stored on such Lot or Parcel for longer than the length of time reasonably necessary for the construction to be complete.

L. Garbage and Refuse Disposal: No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot, or Parcel. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition, and must be regularly removed from the Lot, or Parcel. Sanitary containers and bundled trash may be set out for pickup no more than twelve (12) hours before pickup, and containers must be removed within twelve (12) hours after pickup.

1. The Member shall be responsible for the clean up of construction debris and for maintaining the Lot or Parcel reasonably clean and neat during construction activity. Clean up of erosion and dirt run off shall be the responsibility of the Member.

2. If such litter or other materials are found on any Lot or Parcel, the same may be removed by the Association, Villages Association or the RRDRRC at the Member's expense upon written request of the Declarant, the Association, Villages Association or the RRDRRC, which expense shall become a lien thereon collectable and enforceable in the manner provided in this Declaration and through the Declaration of Covenants, Conditions and Rights for the Villages at River Ridge Association, Inc., and its By-Laws and Articles of Incorporation.

Section 2. Hearing, Fining and Violation Dispute Resolution. Upon written notice of a complaint regarding any of the provisions of this Declaration of Covenants, Conditions and Restrictions; the Articles of Incorporation; the Association's By-Laws; or the Rules and Regulations, as may from time to time be amended; the Association's Board of Directors or a Rules Committee appointed by the Board, shall be empowered to conduct a hearing; wherein the evidence of the violation is submitted by testimony and written affidavit. Upon the completion of all testimony, the Board of Directors, or the appointed Rules Committee shall deliberate to determine if a violation is deemed to have existed. By a vote of a majority of the Board of Directors or the Rules Committee, the Board may:

- A. Reprimand the violator and maintain a copy of the formal reprimand in the Member's file.
- B. Levy a fine per violation, per day; which fine may be established, from time to time, by the Board of Directors; but must not exceed twenty-five dollars (\$25.00) per violation, per day. Each day shall constitute a separate violation. The establishment of fines is to be by resolution of the Board of Directors and shall be available and published for Member's perusal.
- C. Any fines levied in accordance with the aforementioned subsections shall be deemed a "Special Assessment" and collectable in the same manner as "Maintenance Assessments."

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's easements of enjoyment. Every Member shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) the right of the Association or the Villages Association to suspend the voting rights and right to use the

Common Area or any recreational facilities by any Member for a period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(b) the right of the Association or Villages Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members having voting rights has been recorded.

Section 2. Delegation of use. Any Member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot within the Properties. Tenancy does not abrogate the responsibilities of the Member(s) regarding the Obligations of the Member(s) hereunder. When a Parcel is leased, a tenant shall have all use rights in the Common Area otherwise readily available for use generally by Members and the Member shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Members are responsible for any and all acts or omissions committed by their licensees, and invitees relative to the use of the Properties subject to this Declaration. The Board of Directors of the Association may suspend the use rights of any Member, licensee or invitee who violates the provisions of this Declaration, the Articles, By-Laws or the Rules and Regulations promulgated hereunder from time to time.

Section 3. Rules and Regulations. The Board of Directors of the Association may, from time to time, adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Properties subject to this Declaration, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE V
THE ASSOCIATION

Section 1. Every Owner is a Member of the Association. The Association shall provide for Class A Members and a Class B Member. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, or Parcel, the vote for such Lot, or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot or Parcel, nor shall any split vote be permitted with respect to such Lot, or Parcel. The voting rights related thereto, are as follows:

Class A: Class A Members shall be all Owners of Lots or Parcels; however, so long as there is a Class B Member, the Declarant shall not be a Class A Member.

Class B: The Class B Member shall be the Declarant. Class B Lots and Parcels shall be all Lots and Parcels owned by the Declarant which have not been converted to Class A.

The Owner of each Lot, or Parcel shall be entitled to one (1) vote for each Lot owned. The Declarant shall have nine (9) votes for each Lot owned.

Termination of Class B: From time to time the Class B Member may cease and be converted to Class A Members, and any Class B Lots and Parcels then subject to the terms of this Declaration shall become Class A Lots and Parcels upon the happening of any of the following events, whichever occurs earlier:

(I) When the total votes outstanding in the Class A Members equal the total votes outstanding in the Class B Members.

(ii) When 90% of Lots and Parcels have been deeded to persons who are Owners.

(iii) On December 31, 2020.

(iv) When the Declarant waives in writing, its right as a Class B Member.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant to the Property, such additional land shall automatically be and become Class B Lots or Parcels, as appropriate. In addition, if following such additions of land, the total votes allocable to all Lots and Parcels then owned by the Declarant (calculated as if all such Lots and Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining class A Members (i.e., excluding the Declarant), then any Class A Lots and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii), (iii) or (iv) above shall have taken place.

Section 2. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for enforcing the provisions of this Declaration, maintaining and caring for the Properties and any other areas designated herein in the manner required herein, paying all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Areas and performance of its other obligations hereunder, and the exclusive management and control of the Common Areas and the Association shall keep the same in good, clean and proper condition, order and repair. All expenses of such obligations hereunder shall be paid for by assessment as elsewhere provided for herein.

Section 3. The Association may obtain, employ and pay for the services of an entity or person ("Management Firm") to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished to or employed directly by the Association or the Management Firm. Any management agreement must be terminable for cause upon thirty (30) days notice, and otherwise comply with the requirements of law of Section 617.309 F.S. as it exists on the date hereof.

Section 4. Insurance: The Association at all times shall

procure and maintain adequate policies of public liability insurance, as well as other insurance (such as, but not necessarily limited to, directors and officers liability insurance), that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

ARTICLE VI
ASSESSMENTS

THE VILLAGES AT RIVER RIDGE ASSOCIATION, INC.

Creation and Purpose of General Assessments: There are hereby created General Assessments for Common Expenses as may from time to time be specifically authorized by the Board of Directors of The Villages at River Ridge Association Inc. to be commenced at the time and in the manner set forth in this Article for purposes of maintaining those common areas within the Master Plan Development known as River Ridge not within RIVER RIDGE COUNTRY CLUB and maintained for the benefit and enjoyment of the Members in the Master Planned Development of River Ridge.

General Assessments shall be allocated based on voting rights provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its General Assessments:

A. pay the General Assessment for Lots and Parcels owned by Declarant as set forth in this Section for a Class A Owner of Lots or Parcels, within thirty (30) days after receipt of notice of General Assessment; or

B. pay to the Association the difference between the amount received in General Assessments from all Members other than the Declarant and the amount of the actual expenditures required to operate the Association for the year, which shall not, under any circumstances, include any reserves for any purpose whatsoever.

Payment under either of the foregoing options shall constitute full payment by Declarant of all General

Assessments owed under this Declaration.

General Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the General Assessment for delinquents.

C. Each Member shall pay a proportionate share of the expenses to maintain the Common Areas in the same manner as set out hereinafter under Article VII entitled Assessments. Further, failure to pay any of those assessments when due per the terms of this Declaration shall provide the Villages at River Ridge Association the same rights and remedies against the Member as set forth in this Declaration. Declarant shall have the same alternative methods of payment as set forth in Article VII, Section 1.

ARTICLE VII ASSESSMENTS

RIVER RIDGE COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

Section 1. Creation and Purpose of General Assessments: There are hereby created General Assessments for Common Expenses of RIVER RIDGE COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., as may from time to time be specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the lawn areas and irrigation system of the Lots and Common Areas situated upon the Properties and exterior maintenance as set forth below. The Association is also responsible for maintaining the decorative entrance and medians and any areas between roadways and the Common Area.

General Assessments shall be allocated based on voting rights provided, however, anything herein to the contrary notwithstanding, Declarant may from time to time, elect in writing either of the following alternatives as a method of paying its General Assessments:

A. pay the General Assessment for Lots and Parcels as set forth in this Section for a Class A Owner of Lots or Parcels, within thirty (30) days after receipt of notice of General Assessment; or

B. pay to the Association the difference between the amount received in General Assessments from all Members other than the Declarant and the amount of the actual expenditures required to operate the Association for the year, which shall not, under any circumstances, include any reserves for any purpose whatsoever.

Payment under either of the foregoing options shall constitute full payment by Declarant of all General Assessments owed under this Declaration.

General Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the General Assessment for delinquents.

Section 2. Computation of General Assessment: It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year.

The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Board shall cause a copy of the approved budget, and the amount of the General Assessments to be levied against each Lot or Parcel, for the following year to be delivered to each Member at least fifteen (15) days prior to the meeting.

Notwithstanding the foregoing, however, in the event the Board fails for any reason to approve the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of

Members representing a majority of the Class A votes of the Association, impose a General Assessment per Lot or Parcel which exceeds the General Assessment per Lot or Parcel for the immediately preceding fiscal year by more than fifteen percent (15%); provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, except for annexation of additional Common Areas, damage by acts of God, and increase in the capital contribution and reserve fund shall not be included.

Section 3. Capital Budget and Contribution: The Board of Directors may from time to time prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, the expected repair or replacement cost, and the manner of payment of same. The board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing of General Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and General Assessment, as provided in this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 4. Creation and Purpose of Special Assessments: In addition to the General Assessment authorized in this Article, the Association may levy Special Assessments in any year applicable to that year for the purpose of defraying in whole, or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, costs required to enforce the provisions of this Declaration, and other expenses of the Association.

A. In the event that excess funds result from a Special Assessment or for any other reason, the Board of Directors shall have the power to return all or part of such excess funds, or to place said funds in the Association's general or reserve accounts as they shall determine.

B. The Board of Directors may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and such Member's Lot or Parcel into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 5. Payment of General and Special Assessments: Each Member, by acceptance of his or her deed or recorded contract for sale, is deemed to covenant and agree to pay these General and Special Assessments. Special assessments shall be used for the purpose of defraying, in whole or in part, expenses which exceed the budget. Special Assessments shall be allocated based on voting rights provided, however, anything herein to the contrary notwithstanding, Declarant may annually elect in writing either of the following alternatives as a method of paying its Special Assessments:

A. pay the Special Assessment for Lots and Parcels owned by the Declarant as set forth in this Section for a Class A Owner of Lots or Parcels within thirty (30) days after receipt of notice of Special Assessment; or

B. pay to the Association the difference between the amount received in Special Assessments from all Members other than the Declarant and the amount of the actual expenditures required to operate the Association for the year which shall not, under any circumstances, include any reserves for any purpose whatsoever.

Payment under either of the foregoing options shall constitute full payment by Declarant of all Special Assessments owned under this Declaration.

Special Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 6. Date of commencement of General and Special Assessments: The prorated portion of the General and Special Assessments provided for herein shall commence as to all Lots or

Parcels on the first day of the month following the date of the conveyance of the first Lot or Parcel. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first General and/or Special Assessments shall be adjusted according to the number of months then remaining in that fiscal year.

Section 7. Lien for Assessments: There shall exist a lien for unpaid General and/or Special Assessments on the respective Lot or Parcel, which shall relate back to the recording of this Declaration prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any Institutional first Mortgage.

A. Such lien, when delinquent, may be enforced by either suit, judgment and/or foreclosure by the Association.

B. Any Assessment not paid within thirty (30) days after the due date shall be considered "Delinquent" and Past Due. Past due General and Special Assessments shall bear interest at the highest rate permitted by law, together with a late fee of \$25.00 per month. General and Special Assessments and interest, late fees, costs and Attorneys Fees shall be a charge on the Lot or Parcel and shall be a continuing lien upon the Lot or Parcel, against which each General and/or Special Assessment is made. The Association may accelerate payments of annual assessments on all accounts considered Past Due or "delinquent." Any payment received by the Association shall be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

C. Each such General and/or Special Assessment, together with interest, cost and Attorneys Fees, shall also be the personal obligation of the Person who was the Owner of such Lot or Parcel at the time the General and/or Special Assessment arose, and such Member's grantee shall be jointly

and severally liable for such portion thereof as may be due and payable at the time of conveyance except no Mortgagee holding and owning a first Mortgage and who obtains title to a Lot, or Parcel pursuant to the remedies provided in the Mortgage shall be liable for unpaid General and/or Special Assessments which accrued prior to such acquisition of title.

D. The Association shall have the power to bid for a Lot, or Parcel at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid General and Special Assessments, Attorney's Fees and costs shall be maintainable without foreclosing or waiving the lien security same.

Section 8. Effect of Sale or Transfer: The sale or transfer of any Lot or Parcel shall not affect the General and/or Special Assessment lien. However, the sale or transfer of any Lot, or Parcel pursuant to judicial or nonjudicial foreclosure of an Institutional first Mortgage shall extinguish the lien of such General and/or Special Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Parcel from lien rights for any General and/or Special Assessments thereafter becoming due. Where the Mortgagee of an Institutional First Mortgage of record obtains title, its successors and assigns shall not be liable for the share of the common expenses or General Assessments by the Association chargeable to such Lot or Parcel which become due prior to the acquisition of title to such Lot or Parcel by the Mortgagee, except for assessments levied as provided in Article VIII, Section 2 of this Declaration. Such unpaid share of General and/or Special Assessments shall be deemed to be a Common Expense collectible from all of the Lots or Parcels, including the Mortgagee, its successors and assigns.

Section 9. Initial Funding of Working Capital Fund: At the time of the initial sale of each Lot, at closing, the purchaser shall pay to the Association an amount equal to the initial annual General Assessment for such Lot. This sum shall be used for and applied to the start-up costs and as a working capital fund in connection with all initial operating costs of the Association. This payment shall not be refundable or applied as a credit against the Member's obligation to pay Assessments.

Section 10. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments on a specified Lot or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Parcel shall be binding upon the Association as of the date of its issuance.

ARTICLE VIII MAINTENANCE

Section 1. Association's Responsibility: The Association shall maintain and keep in good repair and maintenance the Common Area, such repair and maintenance to be funded as herein provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas. The Association shall also maintain any surface water management system located on or related to the Property, any lakes, retention areas, and or related appurtenances within the Property for which the Association has maintenance responsibilities; any tracts and/or wetland conservation areas as the same are shown on the Plat.

Section 2. Exterior Maintenance. The Association shall provide exterior maintenance upon each Lot or Parcel which is subject to assessment hereunder, as follows: care of lawns and irrigation system as necessary. The Association's duty of exterior maintenance, however, shall not include the maintenance or replacement of glass surfaces, painting or roofs. Replacement of exterior surfaces shall be the responsibility of the Member. A Member may not paint or otherwise alter the exterior surface or appearance of the residence upon his Lot or Parcel except as provided herein.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to

which such Lot is subject.

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Section 3. Lot Maintenance. The Association shall maintain the lawn areas of each Lot on which a completed dwelling exists. Such maintenance shall include mowing, edging, fertilizing, pest control, as appropriate, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Member without the prior written approval of the Board of Directors. In the event such approval is granted, the Member shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same

Section 4. Member's Responsibility: Following the conveyance of a Lot or Parcel by the Declarant, each Member thereof shall be obligated to maintain the Lot or Parcel and all improvements thereon in good condition and repair, except for such maintenance as is the responsibility of the Association pursuant to this Declaration. If the Member shall fail to do so, either the Declarant or the Association, after giving such Member at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Member's expense. Entry upon an Member's Lot or Parcel for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor shall be secured by a lien on the Lot or Parcel and added to and become a part of the Lot or Parcel assessment installment next due and payable by the Member. Provided, however, except when entry is required due to an emergency situation, the Association shall afford the Member reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE IX EASEMENTS

Section 1. Ingress-Egress. A nonexclusive easement for the use and benefit of the Members and occupants of any Lot or Parcel, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of

the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area.

The use of the Common Area by a Member shall be subject to the following restrictions:

- a) The right of the Association to establish, modify and amend reasonable rules and regulations regarding use of the Common Areas and Lots;
- b) The right and duty of the Association to enforce the provisions of the provisions of this Declaration, the Articles and the Bylaws;
- c) The right of the Association to charge reasonable admission fees for use of any facilities located on the Common Area;
- d) The right of the Association to suspend the rights of a Member and/or such Member's tenants, guests or invitees to use the Common Area and to levy fines, all as may be provided for herein;
- e) The right of the Association to transfer any or all of the Common Area to any public agency, authority, or utility, as provided by law or this Declaration or the Articles and Bylaws;
- f) The right of the Association to grant easements or otherwise deal with the Common Areas as provided for by this Declaration or the Articles and Bylaws.

Section 2. Utilities, etc. Each Lot and the Common Area shall be subject to existing easements for public utilities' purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, cable television, telephone, and irrigation wells and pumps, if applicable), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements.

Section 3. Future Utility Easements and Agreements. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot) and for the Board of Directors of the Association, to grant and/or reserve such additional easements, including, but not limited to, irrigation, wells and pump, cable television, electric, gas, water, telecommunications or other utility easement, or to relocate any existing utility easement in any portion of the Property subject to this Declaration as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Members, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots for permitted purposes.

Section 4. Declarant's Ingress-Egress. Declarant retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, driveways and walkways that may from time to time exist on the property, for purposes of development and all other related purposes to effectuate its rights under this Declaration. This provision may not be amended.

Section 5. Encroachments. All of the property subject to this Declaration and all of the Lots or Parcels shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by inaccuracies in construction or reconstruction of the building or such improvements upon such property Lots, or Parcels or encroachments caused by the intentional or unintentional placement of utility meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

Section 6. Sprinkler Systems. The Declarant hereby reserves

the right and easement to construct, place and install on all Lots or Parcels from time to time such irrigation and sprinkler lines and heads, control panels, and related facilities and equipment (the foregoing being collectively referred to hereafter as the "Irrigation Facilities") for the purpose of providing irrigation to such Lots or to other Lots or Parcels and Common Area. The Declarant shall also have and does hereby reserve the right of access to any such Irrigation Facilities. If installation occurs after the Declarant has sold the Lot or Parcel to its initial purchaser, it shall be undertaken so as not to interfere with the dwelling or the improvements on such Lot. Nothing contained in this Section 6, however, shall obligate the Declarant to install Irrigation Facilities on any specific Lot or Lots. By recorded instrument, the Declarant shall have the right to waive or relinquish its easement rights in whole or in part, and shall also have the right to assign them to the Association. In addition, the Declarant hereby grants to the Association an easement as to each Lot to construct, place and install additional Irrigation Facilities, provided that if such installation occurs after the Lot has a dwelling constructed thereon, it shall be undertaken so as not to interfere with the dwelling or other improvements on such Lot; and provided further that the Association shall not install any Irrigation Facilities on Lots owned by the Declarant without the Declarant's consent. The Declarant further grants to the Association an easement as to each Lot for the maintenance, repair and replacement of any and all Irrigation Facilities now or hereafter constructed, placed or installed on such Lot by either the Declarant or the Association pursuant to the authority of this section. By recorded instrument, the Association shall have the right to waive or relinquish its easement rights in whole or in part by action of its Board of Directors.

Section 7. Golf Cart Access to Roadways. Each Lot shall be subject to a non-exclusive easement for access of motorized golf cart vehicles to and from paved roadways. This easement shall only be effective if a Member has no other means of reaching a paved roadway with his golf cart, except over a portion of another Lot or Lots. Unless such necessity exists and there is no other means of access to a paved roadway, then a Member shall have no right to travel across other Lots in the Properties. Any Member utilizing the before-mentioned access easement shall be required to promptly repair, replace and maintain any portion of an adjacent Lot that is

damaged by use of this access easement. Any person utilizing the easement, as a condition of this right of use, shall indemnify and save harmless the fee simple property owner of the easement area, from and against all liability, loss or damages incurred as a result of claims, demands, costs, judgments or damages arising from the operation of the motorized golf cart vehicle or other vehicle on the easement area.

ARTICLE X
ADDITIONAL PROPERTY

Section 1. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twenty-five (25) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

Section 2. General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Land Plan" shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

Section 3. Procedure for Making Additions to the Properties. Additions to the Properties may be made and thereby become subject to this Declaration by, and only by, one of the following procedures:

A. Additions in Accordance with a General Land Plan. The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of such land may be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association within another not for profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other not for profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by the Declaration within the Properties, together with the covenants and restrictions established upon any other land, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 4. General Provisions Regarding Additions to the Properties.

A. The additions authorized under Section 2 of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided. Such Supplement need only be executed by the Declarant and shall not require

the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on attached Exhibit A.

B. Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Members to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

C. Nothing contained in this article shall obligate the Declarant to make additions to the Properties.

Section 5. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots or Parcels thereof as is previously provided by this Declaration.

Section 6. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots or Parcels which it owns, upon the same terms and conditions as contained in Article VII of this Declaration, and shall have the same right as

therein provided to waive its exemption.

Section 7. Voting Rights of Members Other than the Declarant as to Additions to the Properties. Any Lots or Parcels on land added to the Properties which are owned by Members other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by this Declaration to other Owners of Class A Lots or Parcels.

Section 8. Assessment Obligation of Members Other than the Declarant as to Additions to the Properties. Any Lots or Parcels on land added to the Properties which are owned by Members other than the Declarant, or its assignees by separate written document, shall be subject to assessments, annual, special and otherwise, in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class A Lots or Parcels within the Properties.

ARTICLE XI DECLARANT'S RIGHTS

Section 1. No Interference. Until such time as Declarant has completed all of the contemplated improvements and has sold all of the Lots or Parcels within the RIVER RIDGE COUNTRY CLUB development, neither the Association nor its members nor the use of the Common Area (as defined in the Declaration) by the Association and its members shall interfere with the completion of the contemplated improvements, the performance by Declarant of any warranty or repair activities, or the sale by Declarant of Lots or Parcels within the RIVER RIDGE COUNTRY CLUB development.

Section 2. Sales Offices, Models, etc. Until the Declarant has built and sold all of the improvements and Lots or Parcels within the RIVER RIDGE COUNTRY CLUB development, Declarant reserves and the Association grants to Declarant the right to make such use of the unsold Lots or Parcels, and the Common Areas, as may facilitate completion and sale of Lots or Parcels by the Declarant. Without limiting the foregoing, Declarant shall have the right to maintain a sales office, model units, administration office and/or construction office (which may be a construction trailer or a temporary or permanent building). Declarant further shall have the right to erect and maintain signs, shall have the right to use the

Common Area for any sales purposes, shall have the right to grant the right of use of the Common Area to any prospects or any other individual or groups in its sole discretion and shall be entitled to conduct all other reasonable marketing activities described by Declarant.

Section 3. Golf Course and Golf and Country Club: A portion of property adjacent to the Properties will be established as a private golf course and Country Club with related amenities. Members of the Association shall have no rights of use of these private facilities or membership in the private Golf and Country Club unless they become members of that private Golf and Country Club according to its requirements. Nothing herein contained shall be construed or effective to create any right to use the private golf course, Golf and Country Club or related amenities.

Section 4. Amendment Prohibition. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration, and no Rules or Regulations shall be adopted by the Association which shall restrict, impair or in any way modify the activities of the Declarant with regard to construction, performance of any warranty or repair activities, assessments or other charges on Declarant's lots or property, use of Common Areas and delegation of use of Common Areas and marketing of the remaining Lots in the RIVER RIDGE COUNTRY CLUB development, whether or not such activities are enumerated in the preceding Sections 1 and 2.

ARTICLE XII MISCELLANEOUS

Section 1. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in not affect any other provisions which shall remain in full force and effect.

Section 2. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Amendments. Except as otherwise provided in this Declaration for additions to the Properties, this Declaration may be amended by an affirmative vote of the Owners of not less than 2/3rds of the Lots within the Properties. There is hereby reserved to the Declarant the right and authority to amend or modify the terms hereof without the consent or approval of any Member so long as the Declarant owns any land in River Ridge; provided, however, that any such amendment shall not destroy the general scheme or plan of development set forth in this Declaration. Any amendment to this Declaration must be recorded in the Public Records of Pasco County to become effective. In any event, this Declaration may not be amended without the Declarant's written consent, so long as the Declarant owns any land in RIVER RIDGE COUNTRY CLUB.

Section 4. Definitions: The words used in this Declaration shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Rights for The Villages at River Ridge Association, Inc, unless the context shall prohibit.

Section 5. Occupants Bound: All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant hereto which govern the conduct of Members and which provide for sanctions against Members shall also apply to all occupants of any Lot and/or Parcel.

Section 6. Hardship Waiver: The Declarant, the Association or the RRDRC are authorized to grant hardship waivers to Members in the event the strict application of this Declaration would present a bona fide hardship.

Section 7. Amendments: Any amendment to these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Section 8. Enforcement: Declarant reserves unto itself the right, and the power to enforce the covenants, conditions, rights and other provisions of this Declaration, and to delegate or assign either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to the RRDRC, the

Association or to any Member or to any other person.

A. The Association and any Member may enforce the provisions of this Declaration. In addition, the Declarant shall have the right and the power to enforce the covenants, conditions, rights and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by this Declaration. Failure by Declarant, the RRDR, the Association or any Member or any other Person to enforce any of such provisions, shall in no event be deemed a waiver of their right to do so thereafter.

B. The prevailing party to any action brought to enforce the provisions of this Declaration shall be entitled to costs and reasonable attorney's fees, including those resulting from any appellate proceedings.

Section 9. Regulatory Agency Requirements.

A. Each Lot Owner shall, at the time of construction of a building, residence or other structure, comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District. (SWFWMD).

B. No Owner whose lot abuts a wet detention pond as defined in the construction plans for the surface water management system as identified in No. 1 above, shall remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Brooksville Permitting Division.

C. No Member may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas, as

applicable, described in the approved permit and recorded plat of RIVER RIDGE COUNTRY CLUB, unless prior approval is received from SWFWMD, pursuant to Chapter 40D-4, F.A.C.

Section 10. Conflict. In the event the Villages Association and the Association each have authority in regard to a pending issue concerning the property subject to this Declaration, then in the event of any conflict in the decision of each Association, the decision of the Villages Association shall control over the decision of the Association. The provisions of this Article cannot be amended without the express written approval of the Villages Association.

Section 11. Other Agreements. The Declarant and the Association shall have the right to enter into such agreements if and when available, on behalf of the Association and/or Members, on a bulk basis, for such utilities and other services including, but not limited to telecommunications services (local dial tone and long distance telephone service, Internet, cellular telephone, cable and/or satellite television, electricity, natural gas or any other service that is or may become available in the future on a bulk basis where the Declarant and the Association believe that savings can be achieved through such agreements. The costs of such services obtained shall be apportioned either equally, or where possible, as an expense attributable to the individual Lots or Parcels, where consumption of such service is capable of separate metering or use, and the cost thereof varies with such use. All such costs shall be collectible in the manner provided in Article VII hereof, either as part of the Association's budget, or from the individual Member, as an assessment attributable to that Member's Lot or Parcel only as applicable.

Section 12. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 24th day of September, 1998.

WITNESSES:

Martha M. Grimberg
Signature

MARTHA M. GRIMBERG
Print Name

Ann Marie Flammia
Signature

Ann Marie Flammia
Print Name

N.G. DEVELOPMENT CORPORATION
a Florida Corporation (SEAL)

By: Michael D. Boyce
Name: Michael D. Boyce
Title: President

Attest: B. J. Reynolds
Name: B. J. Reynolds
Title: Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared MICHAEL D. BOYCE, and B. J. REYNOLDS, as President and Secretary of N. G. DEVELOPMENT CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at New Port Richey, in said County and State, this 24th day of September, 1998.

Ann Marie Flammia
Notary Public, State of Florida
My Commission Expires:

Type or Print ANN MARIE FLAMMIA
or COMMISSION # CG688667 Notary
 BONDING THROUGH
ATLANTIC BONDING CO., INC.

EXHIBIT "A"

**RIVER RIDGE COUNTRY CLUB PHASE 1, UNIT 1-A, as per plat thereof recorded
in Plat Book 36, Pages 80 thru 82, Public Records of Pasco County, Florida.**

AND

**RIVER RIDGE COUNTRY CLUB PHASE 1, UNIT 2-A, as per plat thereof recorded
In Plat Book 36, Pages 78 thru 79, Public Records of Pasco County, Florida.**

3P
2N

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire

Address:

R

Robert L. Tankel, P.A.
1299 Main Street, Suite F
Dunedin, FL 34698-5333



2000091624

Rcpt: 429419
DS: 0.00
07/24/00

Rec: 15.00
IT: 0.00

Dpty Clerk

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**FIRST SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER RIDGE COUNTRY CLUB**

NG Development Corporation, by these presents does hereby supplement the Declaration of Covenants, Conditions and Restrictions for River Ridge Country Club ("Declaration") which was recorded at Book 4012 at Page 1326 et. seq. of the Public Records of Pasco County, Florida by submitting additional land to said Declaration, in accordance with a General Land Plan. This Supplement is made pursuant to Article X of the before-mentioned Declaration. The Declaration is supplemented as follows:

The property more particularly described in Exhibit A attached hereto is hereby made subject to the before-mentioned Declaration and is added as supplementary Exhibit A to said Declaration.

This First Supplement to the Declaration of Covenants, Conditions and Restrictions for River Ridge Country Club is made this 24 day of July, 2000.

JED PITTMAN, PASCO COUNTY CLERK
07/24/00 02:06pm 1 of 3
OR BK 4408 PG 1339

WITNESSES:

Martha M. Grumberg
Signature

MARTHA M. GRUMBERG
Print Name

Bryan Boyce
Signature

Bryan Boyce
Print Name


N.G. DEVELOPMENT CORPORATION
a Florida Corporation (SEAL)

By: [Signature]
Name: Michael D. Boyce
Title: President

Attest: [Signature]
Name: B. J. Reynolds
Title: Secretary

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared MICHAEL D. BOYCE, and B. J. REYNOLDS, as President and Secretary of N. G. DEVELOPMENT CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at New Port Richey, in said County and State, this 24 day of July, 2000.


Notary Public, State of Florida
BETTE M. FARMERIE
Type or Print Name of Notary:

My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
BETTE M. FARMERIE
COMMISSION # CC859089
EXPIRES 7/26/2003
BONDED THRU ASA 1-888-NOTARY1

EXHIBIT "A"

RIVER RIDGE COUNTRY CLUB PHASE 2, as per plat thereof
Recorded in Plat Book 39 Pages 50 thru 51, Public Records of Pasco
County, Florida.