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Prepared by and return to:  
Molloy & James  
325 South Boulevard  
Tampa, Florida 33606

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
RIVER WATCH**

**THIS DECLARATION**, made this 21st day of July, 1997, by RIVERGLEN, LTD., a Florida limited partnership, hereinafter referred to as "Declarant."

**WITNESSETH**

**WHEREAS**, Declarant is the fee simple owner of certain real property and improvements in Hillsborough County, Florida which is more particularly described as Riverglen Units 5, 6 and 7, Phase I, as described in Plat Book 81, Page 46, of the public records of Hillsborough County, Florida, (the "Property"), together with such additions thereto as may be designated from time to time by Declarant and made subject to this Declaration, all hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

**WHEREAS**, the Property is subject to the covenants, conditions and restrictions set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen, recorded at O. R. 5427, page 307 of the public records of Hillsborough County, Florida, as may be amended from time to time; and

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions and Easements, which Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above or any part thereof or part added thereto, and their respective heirs, successors and assigns, as their respective interests may appear.

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## ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to River Watch Homeowners' Association of Hillsborough, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "A" and "B."

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Builder" means any person or entity who acquires a Lot from Declarant for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity.

Section 5. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described in the Plat, including

Section 6. "Declarant" shall mean and refer to Riverglen, Ltd. and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such

assignment.

Section 7. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 8. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 9. "FHA" shall mean the Federal Housing Administration.

Section 10. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 11. "Lake" shall mean any body of water designated as a Lake or Conservation Area on any Plat and any man-made storm water detention or retention area located on the Property.

Section 12. "Lake Area" shall mean all real property which is part of a Lake.

Section 13. "Lake Lot" shall mean any Lot containing a Lake Area.

Section 14. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 15. "Lot" shall mean and refer to a plot of land shown and identified by number upon any Plat of the Property now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 16. "Master Association" shall mean the Riverglen at Brandon Homeowners Association, Inc.

Section 17. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions, Restrictions and Easements of Riverglen, recorded at O. R. 5427, page 307 of the public records of Hillsborough County, Florida, as may be amended

from time to time.

Section 18. "Member" shall mean a Member of River Watch Homeowners' Association of Hillsborough, Inc. as set forth in Article III.

Section 19. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 20. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 21. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 22. "Plat" shall mean a recorded subdivision map or plat of the Property, or any part thereof, recorded in the Public Records of Hillsborough County, Florida. The Plat for the initial phases is titled Riverglen Units 5, 6, and 7, and is recorded at Plat Book , Page through , of the Public Records of Hillsborough County, Florida. Plats for future phases for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

Section 23. "Private Area" shall mean that area within each Lake Lot which is not Lake Area.

Section 24. "Property" shall mean all of the real property described on the Plat, and such additional property as may be added thereto by annexation."

Section 25. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 26. "Structure" shall mean: Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool,

fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 27. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

Section 28. "VA" shall mean the Veterans Administration.

## ARTICLE II

### COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.