article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

The Property contains corridors, trails and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or common areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the developer, which shall be fully protected hereby.

## ARTICLE IX MASTER ASSOCIATION

- Section 1. The Property shall be subject 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 Members under the Declaration shall be members under the Master Declaration, and shall be subject to the assessment provisions of the Master Association for expenses of application for all of Riverglen.
- Section 2. Architectural Control. The Property shall be subject to the architectural control provisions of the Master Declaration, or the review provisions of the Master Association's Architectural Control Committee. As to architectural control within the Property, the provisions of this Declaration shall control, and the Declarant or Association shall perform architectural review functions.
- Section 3. Common Area. The Common Area defined under this Declaration shall not be common area of the Master Association. Owners under the Master Declaration shall have no rights or interest in the Common Area under this Declaration, and use of the Common Area shall be restricted as provided herein.

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Section 4. Surface Water. The Master Association shall control and maintain all stormwater and surface water systems, including the maintenance ponds in River Watch.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared in the presence of:

TALEN (USTARO (Print name signed above)

ANGAA DIMM (Print name signed above) RIVERGLEN, LTD.,

a Florida limited partnership By: Shimberg Cross Company,

a Florida corporation

As its General Partner

By:

Glen E. Cross,
As its: President

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 2/57 day of July 1997, by Glen E. Cross as President of Shimberg Cross Company, as General Partner of Riverglen, Ltd., a Florida limited partnership, who is personally known to me, or who produced as identification.

Notary Public State of Florida

My Commission Expires:

Commission Number:

(Printed, Typed or Stamped Name of Notary)

