



River Place

on the St. Lucie

Amended & Restated Governing Documents

Declaration of Protective Covenants

Articles of Incorporation

By-Laws

DECLARATION OF PROTECTIVE COVENANTS

FOR

RIVER PLACE ON THE ST. LUCIE

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**DECLARATION OF PROTECTIVE COVENANTS
FOR
RIVER PLACE**

THIS DECLARATION was originally made by RIVER PLACE, INC, a Florida corporation, and BRISBEN FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, which declared hereby that "The Properties" described in Article II of this Declaration and all additions thereto made per that Article are and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. River Place on the St. Lucie shall be governed by Chapters 720 and 617, Florida Statutes, as same may be amended from time to time. In the event of a conflict between Chapters 720 and 617, Chapter 720 shall control.

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1. Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a. "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association (as defined below), as amended from time to time, the original Articles of Incorporation being attached hereto and made a part hereof as Exhibit "A".
- b. "Association" shall mean and refer to RIVER PLACE ON THE ST. LUCIE OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, with "Board" or "Board of Directors" being the Board of Directors of the Association.
- c. "Assessments" shall mean and refer to the sums levied from time to time against Lots by the Association for the purposes set forth in this Declaration. The specific types of Assessments are described in Article V, Section 2 hereof.
- d. "Builder" shall mean and refer to any party constructing a Unit on a Lot or Tract owned by such party; provided, however, that a party constructing a Unit on a Lot owned by another party shall not be deemed a "Builder".
- e. "By-Laws" shall mean and refer to the By-Laws of the Association, as amended from time to time, the original By-Laws being attached hereto and made a part hereof as Exhibit "B".

- f. "Common Areas" means "Community Development District Property", "Exclusive Common Areas", "Maintenance Common Areas", and "Neighborhood Common Areas" as defined herein.
- g. "Community Development District or CDD" means the River Place on the St. Lucie Community Development District created pursuant to Chapter 190, Florida Statutes.
- h. "Community Development District Property", "CDD Property or Common Areas" means those properties and facilities dedicated to the CDD for operation, maintenance, and the general benefit of the Members, and identified by Exhibit "C" attached and incorporated herein.
- i. "Exclusive Common Areas" - means those Common Areas which are for the exclusive use and/or benefit of one or more, but not all, Owners within a Neighborhood, whether or not owned by the Association.
- j. "Maintenance Common Areas" - means property within or without The Properties which is not owned by the Association but is nevertheless to be maintained or administered by it pursuant to an easement, license, or agreement with the CDD, the City, the County or any other person or entity, which maintenance/administration affords benefits to the Members.
- k. "Neighborhood Common Areas" - means property primarily for the use and/or benefit of Members within a particular Neighborhood(s), whether or not owned by the Association.
- l. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed within The Properties and serving more than one Lot/Unit.
- m. "City" shall mean and refer to Port St. Lucie, Florida, either as a geographical area or as a political subdivision of the government of the State of Florida, as the context requires, and is located within the County.
- n. "Conservation Area" shall mean the Common Areas set aside to satisfy local, state, and federal permitting requirements, such as mitigation or upland preservation. Conservation areas shall remain in a natural condition, with the exception of mitigation monitoring and maintenance activities as required by permits.

- o. "County" shall mean and refer to St. Lucie County, Florida, either as a geographical area or as a political subdivision of the government of the State of Florida, as the context requires.
- p. "Environmental Resource Permit" shall mean that development permit issued by the South Florida Water Management District pursuant to Application 97-1017-10.
- q. "Lot" shall mean and refer to any lot on any plat of all or a portion of The Properties, which plat is designated by any recorded instrument to be subject to these covenants and restrictions; any lot shown upon any subdivision of any such plat, any individual unit in a condominium or cooperative regime; for purposes of voting and assessments, an allocation thereof to a Tract, and any other property hereafter declared as a Lot and thereby made subject to this Declaration; provided; however, that no portion of any Community System shall be deemed to be part of a Lot unless and until same is made such pursuant to Article IV, Section 10 hereof, if at all. Notwithstanding the foregoing, the portions of the common elements of a condominium or cooperative which are outside of its building(s) shall be deemed a Lot for purposes of maintenance duties, the granting and use of easements and in the case of any other provision of this Declaration which affects a Lot in the physical sense of rights of entry and the like. Lots may be:
 - (1) "Commercial Lots," which term shall mean and refer to any Lot that shall be, or shall be intended to be, improved for commercial uses, including but not limited to shopping centers.
 - (2) "Institutional Lots," which term shall mean and refer to any Lot that shall be, or shall be intended to be, improved for institutional uses, including but not limited to charitable, educational, governmental, or public facilities.
 - (3) "Office Lots," which term shall mean and refer to any Lot that shall be, or shall be intended to be, improved for use as office space.
 - (4) Lots other than Commercial Lots, Institutional Lots, and Office Lots shall be used for residential purposes and shall sometimes be denoted as "Residential Lots".
- r. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.
- s. "Member's Permittee" shall mean and refer to a person described in Article VIII, Section 3 hereof.
- t. "Master Plan" shall have the meaning set forth in Article XIV, Section 2 hereof.

- u. "Mitigation Plan" shall mean that plan which was approved by the South Florida Water Management District to implement the requirements mandated by the Environmental Resource Permit issued in conjunction with the development of The Properties. The plan shall be implemented by the CDD.
- v. "Modifications Committee" shall mean and refer to the committee of the Association established per Article VII, Section 10 hereof for the purpose of receiving and approving or disapproving requests for modifications to improvements on Lots and for the promulgation of rules and regulations pertaining to such process.
- w. "Neighborhood" shall mean and refer to those portions of The Properties set forth in Exhibit "D" attached and incorporated herein, and as clarified and supplemented as provided in Article II, Section 3 of this Declaration.
- x. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot situated upon The Properties, including Builders.
- y. "The Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except those which are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.
- z. "Supplemental Declaration" shall mean and refer to an instrument recorded in the Public Records of the County for the purposes for which same is to be used pursuant to Article II or any other provision of this Declaration. Also, declarations of condominium shall be deemed Supplemental Declarations where the context requires.
- aa. "Tract" shall mean and refer to a portion of The Properties which contains or is deemed to contain Lots, and which is under development by a Builder.
- bb. "Unit" shall mean and refer to the individual residential structure constructed on a Lot or, an individual condominium or cooperative unit; provided, however, that no portion of any Community System, even if installed in a Unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Article IV, Section 10 hereof, if at all.

Section 2. Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal

counsel to the Association, notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles and Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and The Properties, and the preservation of the values of the Lots and Units.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO; SUPPLEMENTAL DECLARATIONS

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City and is more particularly described in exhibit "E" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties."

Section 2. Supplements. The Association may from time-to-time subject other land to the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of any mortgagee other than that, if any, of the land intended to be added to The Properties) and thereby add to The Properties. To the extent that such additional real property shall be made a part of The Properties, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate the Association to add to the initial portion of The Properties, to develop any such future portions under a common scheme, nor to prohibit the Association from rezoning and changing plans with respect to such future portions. Notwithstanding the foregoing provisions of this paragraph, however, the Association may not subject other land to the provisions hereof, to rezone same, or to otherwise develop such properties unless such action be approved by not less than 66% of the entire membership of the Association, voting being performed by the Members as provided in the Articles of Incorporation.

Section 3. Supplemental Declarations. In furtherance of the plan of development of The Properties as a community of distinct Neighborhoods there have been recorded in the Public Records of the St. Lucie County, Florida, Supplemental Declarations respecting one or more Tracts or Neighborhoods, as follows:

Bent Paddle / Parcel A / O.R. Book 1616 / Page 1190, Public Records of St. Lucie County

Little Kayak Point / Parcel B / OR. Book 1454 / Page 2962, Public Records of St. Lucie County

Little Turtle / Parcel C / O.R. Book 1838 / Page 724, Public Records of St. Lucie County

Moss Rose Place / Parcel F / O.R. Book 1838 / Page 712, Public Records of St. Lucie County

Canoe Park Circle / Parcel K / O.R. Book 1454 / Page 2949, and O.R. Book 1238, Page 700, Public Records of St. Lucie County

Hammock Creek / Parcel G / O.R. Book 12862 / Page 1565, Public Records of St. Lucie County

Hawk's Ridge n/k/a Ecovillage at River Place / Parcel E / O.R. Book 3825 / Page 2202, Public Records of St. Lucie County

A Supplemental Declaration may reflect any unique characteristics of the Neighborhood or Tract identified therein; provided, however, that no such variance shall be directly contrary to the overall uniform scheme of development of The Properties and, further, in the event of conflict between the terms of a Supplemental Declaration and the terms of this Declaration, the Articles of Incorporation, or the By-Laws, as any of the foregoing may be amended from time to time, the terms of this Declaration, the Articles, or the Bylaws shall control.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee interest in any Lot or Tract shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership which shall be all those Owners as defined in Section 1. These members shall be entitled to one (1) vote for each Lot or Tract in which they hold the interests required for membership by Section 1, which vote shall cast in accordance with the procedures set forth in the Association's Articles and Bylaws.

In the event that a Mortgagee or other party acquires title to a Lot or Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the owner of the Lot or Tract from which title was so acquired.

Section 3. General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contract or otherwise, to a majority or specific percentage of members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted

meeting. A quorum for a vote of the entire membership is 30% of the total number of votes in the Association. Unless otherwise provided in the Association's governing documents or applicable law, and provided a quorum is present or participates in a vote, matters shall be decided by the majority of those members who vote on the matter.

**ARTICLE IV
COMMON AREAS; CERTAIN EASEMENTS;
COMMUNITY SYSTEMS**

Section 1. Members' Easements. Except for Exclusive Common Areas and Maintenance Common Areas herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the CDD for health, safety and welfare purposes consistent with Chapter 190, Florida Statutes, and these covenants.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- a. The right and duty of the Association to levy Assessments against each Lot for the purpose of, among other things, maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded. Provided, however, the Association shall not adopt or enforce any assessments to maintain or operate the Common Areas so long as the CDD continues to levy and collect assessments for those purposes. Further, the Association shall adopt no rules or regulations which conflict with CDD rules and regulations. In the event of such a conflict, CDD rules or regulations shall prevail.
- b. The right of the Association to suspend the Members (and the Members Permittees') right to use the Common Area recreational facilities (if any) for any period during which any Assessment against the Lot remains unpaid for more than ninety (90) days, and for a reasonable period in the discretion of the Board for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.
- c. The right of the Association to adopt at any time and from time to time and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted

by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

- d. The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the CDD or Association as set forth in their lawfully adopted and published rules and regulations.
- e. CONSERVATION AREAS HAVE BEEN SET ASIDE FOR THE PRESERVATION OF WILDLIFE AND FLOOD PROTECTION, AS WELL AS TO SATISFY PERMIT REQUIREMENTS OF VARIOUS LOCAL, STATE AND FEDERAL AGENCIES. WITH THE EXCEPTION OF PERMITTED HIKING TRAILS, ENTRY INTO CONSERVATION AREAS WILL BE PROHIBITED, EXCEPT BY AUTHORIZED PERSONNEL TO CONDUCT MITIGATION, MONITORING AND MAINTENANCE ACTIVITIES AS REQUIRED BY PERMITS.
- f. Subject to CDD approval, the right of the Association to have, grant and use general ("blanket") and specific easements under and through the Common Areas, which right is hereby reserved to the Association.

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTIONS 8, 9 AND 10, AND ARTICLE XVI, HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Area subject thereto.

Section 3. Maintenance. The CDD shall at all times maintain in good repair, and manage, operate and insure, and shall replace as often as necessary, the Common Areas (except Exclusive Common Areas to be maintained by Owners, as set forth in Article VI, Section 4) and, the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas). Without limiting the generality of the forgoing, the CDD shall assume all of the Association's responsibilities to the City and similar entities (including the South Florida Water Management District) of any kind with respect to the Common Areas. In the event the CDD becomes inactive, is dissolved, or fails to operate and maintain the Common Areas, the Association shall assume those responsibilities. The Association shall also have the authority to maintain Common Areas as defined herein.

All work performed by the Association pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments imposed in accordance herewith.

No owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility and Community Systems Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. The CDD (or in the event the CDD becomes inactive, is dissolved, or fails to operate and maintain the Common Areas, the Association) shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots and Tracts for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance, City and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas for the performance of their respective duties.

Section 6. Surface Water Management System. The Surface Water Management System is a Common Area owned by the CDD and to be considered as Common Area which shall at all times be managed and maintained as such by the CDD (or in the event the CDD becomes inactive, is dissolved or fails to operate and maintain the Common Areas, the Association).

Section 7. Ownership Common Areas. The Common areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Owners of all Lots and Tracts that may from time to time constitute part of The Properties and all Members' Permittees and tenants, guest and invitees, all as provided regulated herein or otherwise by the CDD and the Association, subject to Article II, Section 3 hereof. In the event the CDD is dissolved or ceases to function, the title of common Areas held by the CDD shall be transferred to the Association, and the designated agent for the CDD shall execute all documents necessary or proper to affect such transfer.

Section 8. Effect of Dissolution of Association. Notwithstanding anything in this Section, this Declaration or Articles of Incorporation or Bylaws to the contrary, no merger, consolidation, or dissolution of the Association which effects Owners' easements in and to the Common Areas shall be effective without the approval of two-thirds (2/3) of the votes cast by the membership of the Association. Upon any such dissolution of the Association, its assets shall be conveyed to a similar association or appropriate public agency having a purpose similar to those of the Association.

Section 9. Community Systems. Association shall have the right, but not the obligation, to convey, transfer, sell or assign all or portion of the Community systems located within The Properties, or all or any portion of the rights, duties, or obligations with respect thereto to any person or entity (including an Owner, as to any portion of a Community system located on or in his Lot, Tract, or Unit). Without limiting the generality of Article 1, Section 1 (i) hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Association with regard thereto as are assigned by Association in connection therewith; provided, however, that if the association is the applicable entity, the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to Common Areas. Any conveyance, transfer, sale, or assignment made by Association pursuant to this Section 10 may be made without consideration, (ii) shall not require the consent or approval of any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations, and liabilities with respect thereto being deemed to have been automatically assumed).

In recognition the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all or large number of Units in The Properties to the applicable Community Systems, each Owner and occupant of a Unit shall be virtue of the acceptance of the deed or the right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all or a larger number of Units be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such bulk use required in its reasonable discretion.

WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 8 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, each party joining in this Declaration, for all Lots or Tracts now or hereafter located within The Properties, hereby covenants and agrees, and each Owner of any Lot or Tract by acceptance of a deed or other conveyance thereof, whether or not it shall be expressed in such deed or other conveyance, shall be deemed covenant and agree to pay the Association annual Assessments and charges for the operation of the Association for the maintenance, management, operation and insurance of the Common Areas and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, and all other charges

and Assessments hereinafter referred to or lawfully imposed by or on the Association, all such Assessments to be fixed, established and collected from time to time as herein provided. Provided, no annual assessments to maintain or operation the Common Areas shall be levied by the Association so Long as the CDD continues to exist and maintain the Common Areas.

Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the Lot of Tract against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, except as provided in Section 8 of this Article.

Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Types of Assessments. Each Assessment levied hereunder shall be one (1) of the following types (although two (2) or more types of Assessment may be payable by an Owner as a single sum):

- a. Common Assessments shall be for those expenses which, are incurred primarily for the benefit of all Owners, as such primary benefit is determined by the Board of Directors. By way of example only, Common Assessments shall be levied for expenses relating to the Conservation Area.
- b. Neighborhood Assessments shall be for those expenses which are incurred primarily for the benefit of all owners within a Neighborhood(s), such as primary benefit is determined by the Board of Directors and as such Neighborhoods may be described by Supplemental Declaration in Article II, Section 3 herein. By way of example only, Neighborhood Assessments shall be levied for expenses relating to Neighborhood or Maintenance Common Area.
- c. Individual Assessments shall be for those expenses directly related to providing a service or maintenance to one (1) or more Lots, whether at the request of the Owner or as an exercise of an Association remedy hereunder, and shall also include fines levied pursuant to Article IX hereof. If an individual Assessment is levied upon more than one (1) Lot, then it shall be allocated between or among the applicable Lots as the Board directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Association to provide any particular service (maintenance or otherwise) to a Lot(s).

- d. Special Assessments shall be for those expenses which otherwise would be Common or Neighborhood Assessments but for the fact that they are of a non-recurring and/or unforeseen nature (*i.e.*, are such that they cannot be paid by budgeting therefor as part of common or Neighborhood expenses), including (without limitation) the costs of capital additions or uninsured casualty losses. Special Assessments shall be levied against all applicable Residential Lots subject thereto at an equal rate, and shall be levied upon Lots other than Residential Lots as provided in the Supplemental Declarations applicable to such Lots other than Residential Lots. Also, Special Assessments shall be subject to the special requirements set forth in Section 3, below, in the same manner as increases in the maximum annual rate of Assessments, except for those levied pursuant to Article X with respect to restoration after casualty losses.

Section 3. Allocation of Assessments. Notwithstanding anything to the contrary provided in this Declaration, Common Assessments and Special Assessments shall be allocated as follows:

- a. The Owners of Parcels H, I and N (commercial portions thereof, excluding residential homes/lots) as shown on the Master Plan shall collectively be responsible to pay ten (10%) percent of all Common Assessments and Special Assessments. The specific allocation of such assessments among the Owners of Parcels H, I and N (commercial portions thereof, excluding residential homes/lots) and/or any Lots created within such Parcel, shall be established by one or more Supplemental Declarations so providing.
- b. The Owners of all Residential Lots shall be collectively responsible for ninety (90%) percent of all Common Assessments and Special Assessments. The Owner of each Residential Lot shall be obligated to pay a pro rata portion of such assessments.

Section 4. Establishment of Budgets and Assessments. The Board of Directors shall, by appropriate resolution duly adopted, establish the first operating budget for the Association (including Common and Neighborhood Assessments) and the rates of Assessments. Provided, however, no Common Assessments to maintain Common Areas shall be levied so long as the CDD continues to maintain and operate the Common Areas.

After adopting the initial budget and Assessments as provided above, the Board of Directors shall fix the amount of the Assessment against the Lots subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least sixty (60) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the Assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to the date payment of the first installment thereof is due, except as to Individual and Special Assessments. In the event that no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power to and shall enter into an agreement or agreements from time to time with one or more persons, firms, or corporations for management services, including the administration of budgets and Assessments as herein provided. The functions and operations of the Association not discharged by the Board of Directors and any applicable committees of the Association shall be discharged by professional management contracted for by the Association and not by employees of the Association.

Section 5. Purpose of Assessments. The Assessments levied by the Association shall be used for the purposes expressed in this Article and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

Section 6. Date of Commencement of Annual Assessments; Due Dates. Subject to Article V, Section 4., the Common and Neighborhood Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of that year, provided, however, that no Common or Neighborhood Assessments will accrue or be paid for any Lot or Tract until a Supplemental Declaration providing that such Assessments commence be recorded respecting the Neighborhood on which such Lot or Tract is located; such Supplemental Declaration shall provide the date on which such assessments shall commence. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31.

Section 7. Assessment Due Dates. The due date of any Common, Individual or Special Assessment shall be fixed in the Board resolution authorizing such Assessment. The Common Assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors (absent which determination they shall be payable quarterly).

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection, thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and

assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both, jointly and severally.

If any installment of an Assessment is not paid within ten (10) days after the due date, a collection fee of fifteen dollars (\$15.00) or ten percent (10%) of the amount due (the "Collection Fee") whichever is greater for each late or unpaid Assessment will become due and payable to the Association as reasonable liquidated damages for the additional administrative costs that the Association will incur respecting such late installment and not as a penalty. The Board may from time to time by resolution increase the Collection Fee to cover the Association's administrative costs respecting late payments of Assessments. Furthermore, at the option of the Association, the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. Further, all overdue sums (regardless of whether they are accelerated or not), including collection fees, shall bear interest from the dates when due until paid at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot or Tract on which the Assessments, collection fees, and interest are unpaid, may foreclose the lien against the Lot or Tract on which the Assessments and interest are unpaid in the manner as mortgages are foreclosed, or may pursue one or more of such remedies at the same time or successively, and reasonable attorneys and paraprofessional fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, and such action shall be added to the amount of such Assessments, collection fee, and interest secured by the lien; and in the event a judgment is obtained, such judgment shall include all such sums as above provided, all Assessments coming due (including by acceleration) since the recording of the claim of lien, and reasonable attorneys and paraprofessional fees actually incurred, together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Tract whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special Assessments against such Lot or Tract shall be levied by the Association for such purpose.

The Board shall suspend the voting rights of a Member for the non-payment of Common Assessments or regular Neighborhood Assessments that are delinquent in excess of thirty (30) days, unless otherwise determined by the Board not to suspend those rights.

If Assessments are levied on a Tract in proportion to a number of Lots allocated thereto but which are not established by a plat or other instrument, then in the event of the non-

payment of such Assessments the lien provided for in this Article shall attach to and be on all of said Tract.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot or Tract as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the possession of such Lot or Tract or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments and other sums due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

Section 9. Subordination of the Lien. The lien of the Assessments provided for this Article shall be subordinate to real property tax and assessment liens and the lien of any first mortgage; provided, however: (a) notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after these Amendments are recorded in the public records, the Sections 720.3085 (2)(c) and (3), Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of Assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract; and (b) that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lot(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Assessment of Builders. Any provision of this Declaration or of the Articles of Incorporation or By-laws of the Association notwithstanding, a Builder shall be required to pay one hundred percent (100%) of the Common and Neighborhood Assessments for any Lot on which a Unit is substantially complete. A Unit shall be deemed completed at such time as the Association deems the Unit substantially complete.

ARTICLE VI

MAINTENANCE OF UNITS, LOTS AND EXCLUSIVE COMMON AREAS

Section 1. Exterior of Units. Unless otherwise provided in an appropriate Supplement Declaration, the Owner of a Lot shall maintain all exterior surfaces and roofs, fascias and soffits of the structures (including the Unit) and other improvements located

on the Lot (including driveway surfaces and fences), in a neat, orderly, and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The CDD repairs and replaces the sidewalks on each Lot. The Owner of each Lot is responsible for pressure washing the sidewalk and street gutter, and keeping them in a clean condition, as needed from time to time. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of The Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or re-stain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. The Board of Directors may adopt rules as to specific frequencies of required cleaning, repainting and/or re-staining and the like for each Neighborhood.

Section 2. Lots. Unless otherwise provided in an appropriate Supplemental Declaration, the Owner shall maintain and irrigate the trees, shrubbery, grass, and other landscaping on each Lot in neat, orderly, and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly, growth and maturation of applicable landscaping, as properly trimmed and maintained).

Without limiting the generality of Sections 1 and 2 of this Article, each Owner shall be responsible for maintaining the portions of any common irrigation system solely serving such Owner's property. Such portion shall be deemed to be that part of the common system from its point of connection to a line serving more than one Lot, which point of connection may or may not be at a meter.

Section 3. Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Association shall have the right to enter upon the Lot in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay an additional administrative charge not to exceed the greater of Two-Hundred Dollars (\$200.00) or maximum allowed by Florida Statutes, all such sums being payable upon demand and to be secured by the lien provided for in Article V hereof.

Section 4. Exclusive Common Areas. Each Owner shall maintain and keep in a clean appearance, in accordance with the standards set forth in this Article, the Exclusive Common Areas, located between the street-side boundary line(s) of the Owner's Lot (i.e., where applicable, the edge of the common sidewalk closest to the Unit) and the edge of

the street's pavement and from the projection of the side boundary lines of the Lot to such pavement's edge. Any other Exclusive Common Areas, shall also be maintained by the Owner(s) of the Lot(s) benefited thereby, unless otherwise provided in an appropriate Supplemental Declaration. The CDD repairs and replaces the sidewalks on each Lot.

Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his driveway located in his respective Exclusive Common Areas as well as any mailbox, grass or other plant material located therein; and the surface cleaning of sidewalks and street gutters located therein; provided, however, that if the Board of Directors of the Association so elects, the Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis, for purposes such as achieving an economy of scale or providing for uniform appearance throughout the Properties. In such event, the costs of such maintenance shall be borne only by the Owners within the affected Neighborhood, Assessments levied in accordance with Article V hereof.

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ARTICLE VII

CERTAIN RESIDENTIAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of the Residential Lots in River Place on the St. Lucie.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) Unit. Temporary uses by Builders for model homes, sales displays, parking lots, sales offices, and other offices, or any one or more combination of such uses shall not be unreasonably restricted; however, the plans for such uses shall be approved by the Board of Directors and the Modifications Committee prior to the initiation of such uses or a combination thereof.

Section 3. Easements. Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering The Properties and/or as provided herein. The area of each Lot covered by an easement and all improvements in such easement areas shall be maintained continuously by the Association to the extent provided herein, except for installations for which the CDD, another public authority or utility company is responsible. Notwithstanding the foregoing, the Owner of any land subject to an easement shall be responsible for maintaining the sod, landscaping and any other improvements on the surface of the easement area, except to the extent that the sod, landscaping and other such improvements are to be restored by the easement holder as a result of its disturbance of the surface area in the

course of maintaining, repairing, or replacing lines or other surface-level or sub-surface installations.

The City, the CDD, utility companies, telephone companies, the Association, cable television companies, and other such companies that provide services to Owners shall have a perpetual easement for the installation and maintenance of all water lines, sanitary sewers, storm drains, electric, cables and related transmission and distribution equipment, gas, telephone, cable television, as well as for the cables, conduits, and pipes for the foregoing under and through the utility easements as shown on the plats. These requirements are in addition to any set forth on the recorded plats of The Properties.

Section 4. Nuisances. Nothing shall be done or maintained on any Lot or Common Area that may be or become an annoyance or nuisance to the occupants of other Lots.

Section 5. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved for use by a Builder during sales and/or construction periods in accordance with Section 2 herein, no structure of a temporary character, trailer, mobile home, or recreational vehicle, shall be permitted on any Lots within The Properties at any time either temporarily or permanently.

No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit except for gas tanks that are used for swimming pool heaters, electric generators, cooking grills and similar equipment and any tank that is designed and used for household purposes. Tanks larger than thirty (30) pounds must be approved by the Modifications Committee prior to their installation. Required governmental permits and approvals for same must be obtained prior to installation, and the installation of such tanks must be in compliance with all applicable building codes. Notwithstanding the above, gas tanks less than thirty (30) pounds, such as those used for barbeque grills, do not require approval from the Modification Committee.

Any outdoor equipment such as, but not limited to, pool pump, pool heaters and related swimming pool equipment, water conditioning equipment and systems, heat pumps, and household electric-power generating equipment shall be screened from the view of anyone not standing on the Lot by the use of approved landscaping. Plans for such screening must be submitted to the Modifications Committee as part of the application for the installation of such outdoor equipment referenced above.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless the type, size, location, and other attributes thereof are in accordance with the applicable Rules and Regulations, if any, adopted by the Association's Board of Directors or the Modifications Committee. All such signs must be in compliance with the City's sign ordinance, as amended from time to time.

Section 7. Oil Drilling and Mining Operations; Water Wells. The following types of activities shall not be permitted anywhere upon The Properties, regardless of their zoning or use designations: oil exploration, oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, oil wells, tanks, tunnels, mineral excavations, and shafts. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of The Properties. Notwithstanding the above, nothing in this section shall prevent the owner of a Lot from seeking approval of the Modifications Committee to install one (1) household-type water well for irrigating the applicant's Lot. Such wells must be appropriately screened with landscaping to hide such wells from street views. Such landscaping screening plans must be included in the well-approval application submitted to the Modifications Committee. Prior to installing any water well on a Residential Lot, Owner must first obtain a permit and/or approval from the City, South Florida Water Management District, and any other governmental authority whose approval is needed.

Section 8. Pets. Livestock and Poultry. No animals, reptiles, wildlife, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for the following:

- a. A maximum of three (3) household pets may be kept on a single-family Lot;
- b. A maximum of two (2) household pets may be kept on a Lot with attached dwellings;
- c. The offspring of any household pet may be kept until they reach the age of twelve (12) weeks.

Household pets shall not be kept, bred, or maintained for any commercial purpose; become a nuisance or annoyance to any neighbor by reason of barking or otherwise; or become a threat to the safety and welfare of any neighbor.

No household pets shall be permitted to have excretions on any Common Areas, except on such areas that may be designated by the Association for such purposes, if any. The owners of such animals shall be responsible to clean-up and remove any and all such excretions from the Common Areas and from any Lot, including the Owner's Lot.

For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any.

ALL PETS SHALL BE KEPT ON A LEASH NO LONGER THAN SIX FEET WHEN NOT IN THEIR OWNER'S LOT.

Pets shall be subject to all applicable Rules and Regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter

are kept indoors and do not become a source of annoyance to neighbors. No outdoor pets or outside pet dwellings (dog houses, etc.) shall be permitted.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted. The Association, its Board of Directors and the members of the Modifications Committee shall not be liable in any manner to any person or entity, including, but not limited to, the Owners, the Members and their respective guests and Permittees for any damages, injuries or deaths arising from any violation of this Section.

Section 10. Architectural Control. The Association's Board of Directors shall appoint a Modifications Committee that will be responsible for (1) developing standards to maintain the established architectural themes of The Properties, (2) ensuring that any landscaping changes are consistent with The Properties' landscaping requirements and (3) for protecting property values by maintaining a consistent aesthetic appearance of The Properties.

The Board of Directors of The Association will appoint and designate a Chairperson of the Modifications Committee, and it will appoint (and remove/replace at will) four other members of the Modifications Committee. The Board will seek to have a balanced membership, representing as many different residential neighborhoods as possible. The members of the Modifications Committee shall serve terms of one (1) year. A member may serve additional terms if the Board of Directors approves subsequent appointments. In the event of death, disability, or resignation of any member of the Modifications Committee, the Board of Directors of the Association shall have full authority to appoint a successor to serve the remainder of such member's term.

The members of the Modification Committee shall not be entitled to any compensation for services performed in pursuit to this covenant.

The Modifications Committee shall act on submissions to it within forty (40) calendar days after receipt of a fully and properly completed application, including any supporting documents required by the Committee to fully and fairly evaluate such application. Such action taken by the Committee within the said 40-day period may include approval, disapproval, or referral to the applicant for further information or clarification. If none of the above actions is taken by the Committee within the 40-day period referenced above, the application shall be deemed approved.

No request for approval shall be valid or require any action unless and until all Assessments on the subject Lot, as well as any interest thereon, have been paid in full; or if any violations of this Declaration or Covenant or of the Association's rules and regulations remain uncorrected.

The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section. Such rules and regulations may be in the form of a manual.

No building or other structure or improvement or addition of any nature, including, but not limited to, fences, walls, swimming pools, screen enclosures, patios, patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, shall be erected, placed, altered or relocated on any Lot, or removed therefrom, until an application for such, including plans and specifications, have been approved in writing by the Modifications Committee.

Any changes or additions to a Lot's landscaping, including the removal of any, trees, shall be approved in writing by the Modifications Committee prior to the commencement of any such landscaping modifications.

Decorative plaques and furniture on front or side main entry porches or on screened lanais or screened back porches do not require the prior approval of the Modifications Committee.

Statues, benches, planters, birdhouses, mail and/or newspaper boxes, exterior lighting, and other decorative objects visible from the street or in view of any Unit do require prior approval by the Modifications Committee. Up to three statues with a maximum height of two (2) feet may be approved if they are to be placed in areas landscaped with shrubs, plants, or flowers. They may not be placed in grassed areas.

Changes to swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements shall be erected, placed, altered or relocated on any Lot, or removed therefrom, until the construction plans and specifications showing the location of the structure and landscaping and of the materials to be used have been approved in writing by the Modifications Committee and all required governmental permits have been obtained.

Conversions of garages to living space(s) or other uses are hereby prohibited, even though same may not be readily apparent from the exteriors of the subject Units.

Each building, wall, fence, or other structure or improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered, or removed only in accordance with the plans and specifications and plot plan so approved by both the Modifications Committee and any applicable governmental permits and other requirements.

Any change in the appearance of any building wall, fence or other structure or improvements, and any change in the appearance of landscaping shall be deemed an

alteration requiring approval of the Modifications Committee, provided, however, that lights, flags, and other decorations for holidays shall not require approval hereunder, but may be regulated as to quantity, nature and how long they may remain in place.

In recognition of the fact that the types, styles, and locations of the Units may differ among the Neighborhoods, in approving or disapproving requests submitted to it hereunder, the Modifications Committee may vary its standards among the Neighborhoods to reflect such differing characteristics. Accordingly, the fact that the Modifications Committee may approve or disapprove a request pertaining to a Lot in one Neighborhood shall not serve as a precedent for a similar request from an Owner in another Neighborhood where one Neighborhood has relevant characteristics differing from the other.

In the event that any new improvement or landscaping is added to a Unit or Lot, or any existing improvement on a Lot is altered or removed in violation of this Section, the Association shall have all legal and equitable rights and remedies available to it as well as the specific right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) calendar days prior written notice of, and opportunity to cure the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid actual costs) shall be an Individual Assessment against the Lot, which Individual Assessment shall be payable on demand and secured by the lien for Assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Modifications Committee shall not constitute a warranty or approval as to workmanship; and neither the Association nor any Member or representative of the Modifications Committee or the Board of Directors shall be liable for the safety, soundness, workmanship, materials, or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify, the aforesaid Members and representatives and the Association and its officers and directors generally, from and for any loss, claim, or damages connected with the aforesaid aspects of the improvements or alterations, and for reasonable attorneys' and paraprofessional fees, costs, and expenses, including expenses not otherwise taxable as costs; incurred in the defense of such claims.

Section 11. Commercial Vehicles, Trailers, Campers, and Recreational Vehicles. No trailers, commercial vehicles, campers, mobile homes, motor homes, recreational vehicles, boats, boat trailers, livestock trailers or vans, or moving vans shall be permitted to be parked or to be stored at any place on The Properties nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by the Association, if any.

For the purposes of this Section, “commercial vehicles” shall mean those defined in s. 320.01(25).

The prohibitions on parking contained in this Section shall not apply to law-enforcement vehicles, nor shall they apply to the temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services.

Subject to applicable laws and ordinances, any vehicle parked in violation of these, or other restrictions contained herein or in the CDD rules and regulations now or hereafter adopted may be booted or towed by the Association at the sole expense of the owner of such vehicle.

The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such booting or towing, and once the notice has been posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

For the purposes of this Section, “vehicle” shall also mean campers, mobile homes, trailers, recreational vehicles, or such similar vehicles described above. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 12. Parking in Common Areas and Lots/Garages. No vehicles of any type shall be parked on any portion of the Common Areas except to the extent that, if at all, a portion of the Common Areas has been specifically designated for such purposes, or if such parking is for a social or similar event and, as such, is temporary in nature.

Owners may only keep as many vehicles as will entirely fit within their driveway and garage. Roads within neighborhoods are not public roads, and as such, on-street parking is not allowed, except for temporary parking.

No parking shall be permitted on any portion of a Lot except its driveway or garage.

At no time may any vehicle be parked in such manner that it blocks in any way a sidewalk within The Properties.

Garage doors may be kept open while the Owner is on the premises.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish, including materials for recycling, shall be placed, or stored outside of a Unit. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and

sanitary condition. Refuse containers may not be left out longer than 24 hours before or after designated garbage collection day or time. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials thereon, same shall be deemed to be refuse containers for the purposes of this Section.

Section 14. No Drying. No clothing, laundry, wash, or other household materials shall be aired or dried on any portion of The Properties except on such portion of a Lot that is completely screened from the view of all persons other than those on the Lot itself. Enforcement shall be subject to the then existing applicable laws of The City and of the Rules and Regulations of the Association.

Section 15. Waterfront Property. As to all portions of The Properties that have a boundary contiguous to any lake, canal, river or other body of water, the following additional restrictions and requirements will apply:

- a. No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of the lake unless erected by the CDD or the Association.
- b. No boat, boat trailer or vehicular parking on the lake-slope or shore shall be permitted. No boats or watercraft of any type shall be used on any body of water that is part of the Common Areas or has been dedicated to the CDD, except those used by the Association, the CDD, the City or any contractor for maintenance or other lawful purposes.
- c. No solid or liquid waste, litter or other materials may be discharged into or thrown into any lake or other body of water or onto the banks thereof.
- d. No landscaping fences, structures, or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake-maintenance or similar easements around lakes or other bodies of water.
- e. Any boats kept on The Properties shall be subject to Section 11 hereof.
- f. Any boats or watercraft operated on water bodies owned by, or dedicated to, the City, the CDD, the Association or any other public authority shall be subject to any regulations of the City, the CDD, or such other governmental authority; however, the Association will have no jurisdiction over such areas.

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATERBODY RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 10 HEREOF.

Section 16. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials placed on any glass, except such as may be approved by the Modifications Committee for energy-conservation purposes. The Board of Directors shall have the power to suspend this section during periods of prolonged outages of electric power.

Section 17. Exterior Antennas. Except as provided below, no exterior television antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon. The Association, however, shall have the right to authorize providers of communications and multimedia services to install such equipment as necessary to deliver such services to the residents of The Properties.

The Association may permit, upon prior request from an Owner, an antenna designed to appear as a patio umbrella or other item that otherwise would be permitted within The Properties, subject to such requirements and standards as; the Association may adopt from time to time.

Notwithstanding the foregoing provisions of this Section, an owner of a Lot may install, maintain and use (i) an antenna that is designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter, (ii) an antenna that is designed to receive video programming services via multipoint distribution services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one (1) meter or less in diameter or diagonal measurement; or (iii) an antenna that is designed to receive broadcast television signals; provided, however, that the Association may adopt regulations respecting the construction and placements of such antennas within a Lot to promote the safety of persons and property within The Properties (it being recognized that The Properties are within a state subject to severe windstorms and high risk of lightning strikes and that improperly anchored antennas may pose risk of severe injury to persons and property due to windstorms and lightning) and to ensure that all applicable building and safety codes are followed.

Nothing in this Section shall prohibit licensed amateur radio operators who are members of the River Place on the St. Lucie Citizens Emergency Response Team (CERT) and/or the St. Lucie County Amateur Radio Emergency Service (ARES) from installing and maintaining reasonable antennas so that the residents of The Properties can communicate with governmental public safety agencies, including but not limited to, ambulance services, police, fire department and other agencies and officials involved in emergency-management and recovery activities following a natural or man-made emergency situation. Such antennas shall not exceed 35 ft. in length and shall not require guy wires. Such antennas shall be ground-mounted and shall have fold-over mounts. Vertical

antennas shall be the only type permitted, and no yagi (directional) antennas shall be allowed, unless specifically approved by the Modifications Committee.

Section 18. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Modifications Committee and with such Committee's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

Section 19. Driveway and Sidewalk Surfaces. No Owner shall install on a Lot, and the Modifications Committee shall not approve, any sidewalk or driveway or any modification thereto that has a surface material and/or color that is substantially different from the materials and colors originally used or approved. Further, no Owner may change any existing sidewalk or driveway in a manner inconsistent with this Section, including the application of any sealant or other coating, except that an Owner may use a clear sealant on driveway pavers.

Section 20. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be permitted as landscaping materials. No landscaping rocks, other decorative rocks or gravel, other landscape devices, and/or other decorative items shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Modifications Committee.

Section 21. Conservation Easements. THE WETLANDS AND UPLAND BUFFER ZONES OVER WHICH CONSERVATION EASEMENTS HAVE BEEN GRANTED ARE HEREBY DECLARED CONSERVATION AND COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE CDD AND THE ASSOCIATION. IN NO WAY MAY THE SAME BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIALS; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL OR FISH AND OTHER WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Section 22. Access Control. Owners shall be responsible for complying with and ensuring that their family members, guests, Permittees, and invitees comply with all procedures adopted for controlling access to and upon The Properties as well as Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

All Owners and other occupants of Units are advised that any roving patrol/surveillance personnel serving The Properties are not law enforcement officers, and they are not intended to supplant same, and such persons being engaged, if at all, are only for the purpose of monitoring access to The Properties and observing activities therein that are readily apparent to such persons.

Section 23. Clubhouse. Notwithstanding anything to the contrary provided in this Declaration, the CDD may from time to time, but shall not be required to, rent the River Plantation House (Clubhouse) at The Properties to persons who may or may not be Members of the Association for specific functions to generate funds for the CDD and maintenance of the clubhouse. At the times the Clubhouse or certain portions thereof are rented, it may not be available for use by Members.

Section 24. Lighting. Each Unit shall be required to have one photocell operated night light located adjacent to the driveway or entry walk, either affixed to the building structure, or a free-standing light post; a minimum 40 watt or equivalent lumens illumination and a maximum 75-watt equivalent total per fixture shall be required. Nightlights affixed to a free-standing light post must be operational during nighttime hours. No high-pressure sodium (orange) light source shall be permitted. All exterior lighting fixtures including posts, carriage lights and light fixtures must all be the same color, either all black or all white.

Section 25. Flags. Flags may be flown in accordance with Florida Statute 720, as amended from time to time.

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate; Documents. No Owner may sell or convey its interest in a Lot unless all sums due to the Association are paid in full and an estoppel certificate from such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request, therefore. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the cost of examining records and preparing the certificate.

Owners shall be obligated to deliver the documents originally received from their grantors or predecessors in title, containing this and other declarations and documents, to any grantee of such owner.

Section 2. Leases. No portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. Owners may only lease their entire Lot and Unit after owning the Lot and Unit for more than two (2) years. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association or its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association. The leasing of Lots and Units shall also be subject to the prior, written approval of the Association, which approval shall not be unreasonably withheld, and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease, and all supporting information reasonably requested by the Association. No approval of a lease shall be denied on the basis of its duration if such duration is for at least six (6) months. No more than five percent (5%) of the Lots and Units in a Neighborhood may be leased at any one time. The Board of Directors may adopt rules and policies to implement this restriction. If more than five percent (5%) of the Lots and Units in a Neighborhood are leased on the effective date of this amendment, those existing leases and tenants will be allowed to remain but new leases and/or new tenants will not be permitted until such time as the number of Lots and Units leased in that Neighborhood is five percent (5%) or less. For purposes of this restriction, if five percent (5%) of the Lots and Units in a Neighborhood is not a round number, the number shall be rounded up. Owners wishing to lease their Lots and Units may, if the Board of Directors so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$100.000 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Unit.

Section 3. Members' Permittees. No Residential Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Member's Permittees and in no event other than as a residence. For purposes of this Declaration, a Member's Permittee shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must, reside with his/her family:

- a. an individual Owner(s),
- b. an officer, director, stockholder, or employee of a corporate owner,
- c. a partner in or employee of a partnership owner,

- d. a fiduciary or beneficiary of an ownership in trust, or
- e. occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration.

Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists, or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.

ARTICLE IX

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Violations. Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The Association shall have the right to suspend the rights of use of Common Area recreation facilities of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys and paraprofessional fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, a fine or fines may be imposed upon an Owner for failure of an Owner or its Members' Permittees to comply with any covenant, restriction, rule or regulation, provided the procedures outlined in FS720.305, as amended from time to time are adhered to.

- a. Suspension of Use Rights. If a Member is delinquent for more than 90 days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, the rights of a member or a member's tenants, guest, or invitees, or both, to use common areas and facilities. This provision regarding the suspension-of-use rights does not apply to the portion of common areas that must be used to provide access to the parcel or utility services provided to the parcel.
- b. Application of Proceeds. All monies received shall be allocated to the General Fund.
- c. Collection of Fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.
- d. Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 4. Enforcement by CDD. The CDD is hereby authorized to seek enforcement of these covenants by declaratory and injunctive relief and such other appropriate remedies as necessary to preserve, protect and maintain the Common Areas and facilities within the Properties which have been dedicated to the CDD.

ARTICLE X

DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the CDD shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

Each Member shall be liable to the CDD and the Association for any damage to the Common Areas which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. In the case of joint ownership of a Lot or Unit, the liability of all of the Members owning such Lot or Unit shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Member and may be collected as provided herein for the collection of Assessments.

ARTICLE XI

INSURANCE

Section 1. Common Areas. In the event the CDD ceases to maintain and operate the Common Areas, the Association shall keep all improvements (other than foundations, landscaping and other components not usually insured), facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned or maintained by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Areas in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within a flood zone as to which mortgage lenders customarily require such insurance.

Section 2. Replacement or Repair of Property. In the event the CDD ceases to maintain and operate the Common Areas and damage to or destruction of any portion of the Common Areas occurs, the Association shall repair or replace same using the insurance proceeds available, subject to the provisions of Article X of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss

Section 4. Liability and Other Insurance. The Association shall have the power to and may obtain, in its discretion, Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each member and the Association and its Board of Directors and officers, from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the Assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion.

ARTICLE XII

MORTGAGEE PROTECTION

The following provisions are included herein for the purpose of complying with various requirements relating to mortgage loans for Lots and Units, and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control:

- A. The Association shall be required to make available to all Owners and mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon written request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to:
1. receive a copy of the Association's financial statement for the immediately preceding fiscal year,
 2. receive notices of and attend the Association meetings,
 3. receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of

Incorporation or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

- B. Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:
1. any condemnation or casualty loss, affecting a material portion of the Common Areas,
 2. a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot,
 3. the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and
 4. any proposed action which requires the consent of a specified number of mortgage holders.
- C. Unless at least sixty-six percent (66 %) of first mortgagees (based upon one vote for each mortgage owned), and the Members holding at least two-thirds (2/3) of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Owners shall:
1. By act or omission, seek to sell or transfer the Common Areas and any improvements.
thereon which are owned by the Association except for:
 - a. granting easements for utilities or for other such purposes consistent with the intended use of such property by the Association,
 - b. the transfer of the Common Areas to another similar association including the Owners in accordance with the Articles of Incorporation of the Association or
 - c. the dedication of such property to the public.
 2. Change the basic methods of determining the obligations, Assessments, dues, or other charges which may be levied against a Lot, except as provided herein with respect to future Lots.
 3. By act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of The Properties;

4. Fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or
5. Use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement, or reconstruction of the improvements.

ARTICLE XIII

SPECIAL COVENANTS

Section 1. Preamble. In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots, Units and Tracts, the following provisions of this Article XIII shall apply in those cases where the below-described types of improvements are constructed within The Properties, subject to adjustment pursuant to Article II, Section 2 of this Declaration. However, nothing herein shall necessarily suggest that any Builder will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

Section 2. Zero Lot Line Maintenance Easement. When any Lot (the “Servient Lot”) abuts another Lot (the “Dominant Lot”) on which the exterior wall of a Unit has been or can be constructed against or immediately contiguous to the interior property (perimeter) line shared by the Dominant Lot and the Servient Lot, then the Owner of the Dominant Lot shall have an easement over the Servient Lot, which easement shall be of a width contiguous to the interior property line running from the front of the rear property line of the Servient Lot reasonably necessary for the following purposes:

- a. For installation, maintenance, repair, replacement and the provision of utility services, equipment, and fixtures to serve the Dominant Lot, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and Community Systems.
- b. Of support in and to all structural members, footings and foundations of the Unit or other improvements which are necessary for support of the Unit or other improvements on the Dominant Lot. Nothing in this Declaration shall be construed to require the Owner of the Servient Lot to erect, or permit the erection of, additional columns, bearing walls or other structures on its Lot for the support of the Dominant Lot.
- c. For entry upon, and for ingress and egress through the Servient Lot, with persons, materials, and equipment, to the extent reasonably necessary in the performance of the maintenance, repair, replacement of the Unit or any improvements on the Dominant Lot.

- d. For overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area and the Common Areas.

An Owner of a Servient Lot shall do nothing on his Lot which unreasonably interferes with or impairs the use of this easement.

Section 3. Party Walls. Each wall and fence, if any, built as part of the original construction of the Units or Lots within The Properties and placed on the dividing line between the Lots or Units and acting as a commonly shared wall or fence shall constitute a party wall, and each Owner shall own that portion of the wall and fence which stands on his own Lot, with a cross-easement of support in the other portion. If a wall or fence separating two (2) Units or Lots, and extensions of such wall or fence, shall lie, entirely within the boundaries of one Lot, such wall or fence, together with its extensions, shall also be a party wall and the Owner of the adjacent Lot shall have perpetual easement to benefit from the party wall as if same were subject to the foregoing sentence.

Easements are reserved in favor of all Lots over all other Lots and the Common Areas for overhangs or other encroachments resulting from original construction and reconstruction as aforesaid.

Anything to the contrary herein notwithstanding, where adjacent Units share only a portion of a wall (e.g., where a one-story Unit abuts a two-story Unit), only that portion of the wall actually shared by both Units shall be deemed a party wall. That portion of the wall lying above the one-story Unit and used exclusively as a wall for the second floor of the abutting two-story Unit shall not be deemed a party wall, but shall be maintained and repaired exclusively by the Owner of the two-story Unit even if lying in whole or in part on the abutting Lot on which the one-story Unit is constructed and over the roof and other portions of such abutting one-story Unit to permit the upper portion of the wall of the two-story Unit to be maintained and repaired by the Owners of the Lot on which such 'two-story Unit is constructed.

The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore same, but shall not, construct or extend same to any greater dimension than that existing prior to such fire or other casualty, without the prior written consent of the adjacent Lot Owner. The extension of a party wall used by only a two-story Unit abutting a one-story Unit shall be promptly and diligently repaired and/or replaced by the Owner of the two-story Unit at his sole cost and expense, even if lying in whole or in part on the abutting Lot. No part of any addition to the dimensions of said party wall or of any extension thereof already built that may be made by any of said Owners, or by

those claiming under any of them, respectively, shall be placed upon the Lot of the other Owner, without the written consent of the latter first obtained, except in the case of the aforesaid wall of a two-story Unit. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Section, if any Owner, by his negligent or willful act, causes that part of the party wall not previously exposed to be exposed to the elements, such Owner shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon a bona fide, good faith conveyance or other bona fide, good faith transfer of title, the liability hereunder of the prior Owner shall cease.

In the event of any dispute arising concerning a party wall, or otherwise under the provisions of this Article, such dispute shall be resolved per the dispute resolution process set forth in the By-Laws of the Association.

Section 4. Condominiums. In the event that a portion of The Properties is submitted to the condominium form of ownership or other form of ownership involving mandatory membership in an association in addition to the Association hereunder (a "Multifamily Regime"), then the following special provisions shall apply:

- a. The Multifamily Regime, or any series of same within an area specified in a Supplemental Declaration, shall constitute a distinct Neighborhood.
- b. For the purposes of complying with and enforcing the standards of maintenance contained herein, the residential buildings and any appurtenant facilities shall be treated as a Unit and any other portion of the Multifamily Regime shall be treated as an unimproved portion of the Lot, with the applicable association to have the maintenance duties of an Owner as set forth herein. Such association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of the rules and regulations of the Association.
- c. As distinguished from maintenance duties, Assessments hereunder shall be levied against, and shall be secured by lien upon, each individual Lot within the Multifamily Regime and shall be the direct obligation of the Owner thereof; provided, however, that this provision shall not prevent the Association from entering into an agreement with a Multifamily Association

pursuant to which either of the latter acts as a collection agent (although in no event shall Assessments due under this Declaration be deemed a common expense of such Association).

- d. With respect to the Modifications Committee: (i) no Multifamily Association shall make any improvements or alterations on or to the property under its jurisdiction without first having secured the approval of the Modifications Committee as provided herein and (ii) in the event that an individual Owner of a Multifamily Regime Unit desires to make alterations to the exterior thereof of his Unit, a request for the approval thereof shall be submitted to the Modifications Committee as required by this Declaration, but such request shall be accompanied by evidence that the Multifamily Association having jurisdiction thereover has already approved same or has no authority to review same, absent which approval the Modifications Committee shall not consider the submission.
- e. The votes to be cast on behalf of all condominiums and rental apartments within The Properties shall not, in the aggregate, exceed forty-nine percent (49%) of all Association votes.

Section 5. Rental Apartments. In the event that rental apartments are constructed on any portion of The Properties, then the following special provisions shall apply:

- a. The overall apartment project shall be deemed one Lot for purposes of the lien for Assessments hereunder as well as architectural approvals, use restrictions and maintenance requirements as provided in this Declaration.
- b. Notwithstanding the foregoing, each individual apartment within an apartment project shall be deemed a Lot for purposes of Assessments and voting hereunder (i.e., each apartment shall entitle the Owner of the apartment project to one vote and shall be assessed as one Lot); provided, however, that the Supplemental Declaration submitting the apartment project to this Declaration may provide for a reduced rate of Assessment and/or allocated votes for each apartment unit.
- c. The Owner of an apartment project shall be jointly and severally liable with its tenants for any violations of this Declaration or the rules and regulations of the Association.

Section 6. Maximum Votes. The votes to be cast on behalf of all condominiums and rental apartments within The Properties shall not, in the aggregate, exceed forty-nine percent (49%) of all Association votes.

Section 7. Non-Residential Property. In the event that any portion of The Properties is developed for commercial, institutional or office uses, then a Supplemental Declaration submitting same to this Declaration shall provide for such voting rights, Assessment obligations, use restrictions, maintenance standards and architectural control requirements as the Association shall determine and declare in the Supplemental Declaration.

ARTICLE XIV

GOVERNMENTAL REQUIREMENTS

Section 1. Preamble. Because the development and use of The Properties is governed by the City, the CDD, the County and the South Florida Water Management District (“SFWMD”), among other governmental and quasi-governmental entities, this Article has been adopted for the purpose of including in this Declaration certain provisions required by such entities. Accordingly, the heading of each Section set forth below refers to the entity having required the provisions contained in that Section.

Section 2. City. Ordinance 97-69 adopted on September 22, 1997, by the City Council of Port St. Lucie, Florida, as it may be amended from time to time, and as more particularly set forth in the document entitled River Place on the St. Lucie PUD Conceptual Development Plan (“Master Plan”) on file with the City, shall govern the development and maintenance of The Properties.

- a. Right of Entry by City or CDD. The City law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, or CDD officers, employees, contractors, or invitees while in pursuit of the duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform those duties.
- b. Ownership of the Common Areas. Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas.
- c. Disturbance of Common Areas. No lands in the Common Areas constituting common open space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the CDD and the City of Port St. Lucie’s Planning Director.

- d. Maintenance and Care. The CDD or Association or its successors shall at all times maintain the Common Areas in reasonable order and condition.

Section 3. South Florida Water Management District (SFWMD). It shall be the responsibility of each Owner, at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system serving The Properties pursuant to the Environmental Resource Permit.

No Owner may construct or maintain any building, residence or structure or undertake or perform any activity in the Conservation Areas and drainage easements described in the approved permit and recorded plat for the applicable portion of The Properties, unless prior approval is received from the CDD and the SFWMD Regulation Department.

The Owners shall not remove native vegetation that become established within the wet detention ponds abutting their property.

The following additional notice is hereby given to each purchaser of a Parcel or any other portion of the Property:

The purchaser is hereby notified that this property is subject to the requirements of the Environmental Resource Permit issued by the South Florida Water Management District for The Properties pursuant to the information contained within Application 97-1017-10.

Section 4. Rules of Construction and Amendment. Notwithstanding anything in this Declaration to the contrary, in the event of conflict between any provisions of this Declaration, the Articles of Incorporation, the By-Laws or any rules, regulations or manual adopted by the Association, then the provisions of this Article shall supersede and control. Further, no Amendment to this Declaration shall be made which amends any provision of this Article or has the effect of overriding or changing the application of a provision of this Article, in either case without the prior written consent of the entity which has required the applicable Section within this Article.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties and shall inure to the benefit of and be enforceable by the Association, the Modifications Committee, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, as provided by law. These covenants may not be revoked unless an instrument signed by the then Owners of 75% of all the lots subject hereto and of 100% of the mortgages thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signature being obtained.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Amendment.

- a. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of the Declaration may be amended, changed, deleted, or added to at any time and from time to time by approval of not less than a majority of the entire membership of the Association, voting being performed by those Members eligible to vote.
- b. Notwithstanding anything to the contrary provided in this Declaration, any amendment to the Declaration which involves the Surface Water Management System, the Conservation Areas, or the Environmental Resource Permit will require written approval from the South Florida Water Management District, or its successor.
- c. Notwithstanding anything to the contrary provided in this Declaration, neither the provisions of Article III, Section 3, or any other provision hereof

that substantially affects the Lots or Tracts within Parcels H, I and N as shown on the Master Plan, may be amended adversely to the Owners of such Lots or Parcels without the prior written consent of a majority of the voting interests respecting such affected Parcels.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, By-Laws or rules and regulations of the Association and said Articles shall take precedence over the By-Laws and rules and regulations and the By Laws shall take precedence over the rules and regulations.

Section 7. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees, or to be a “springing easement” for the purpose of allowing the original party or parties to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Association as their lawful attorney-in-fact to execute any instrument on such Owners behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Notices and Disclaimers as to Community Systems. The Association, or its successors, assigns or franchisees and any applicable cable telecommunications system operator (an “Operator”) may enter into contracts for the provision of security through any Community Systems. THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT’S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATH RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any

of its obligations with respect to security services and, therefore every Owner occupant of property receiving security services through the Community Systems agree that, the Association or any successor, assign or franchisee thereof any Operator assumes no liability for loss or damage to the property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) failure to the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Association, any franchisee of the foregoing and the Operator of their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of the Association or any franchisee, successor or design of any of same or any Operator. Further, in no event will the Association or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury, or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in community system services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Section 9. Notice of Blasting and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL NEIGHBORHOOD, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE PROPERTIES. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES, BLASTING, BURNING, EARTH MOVING, TRAFFIC GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTIES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS) (iii) ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATH ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OF USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 10. Notices and Disclaimers as to Water Bodies. NEITHER THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY, FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT TIME-TO-TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS, AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 11. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject, to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors, and assigns) that these covenants and restrictions shall run with the land and with title to the properties. Without limiting the generality of Section 4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

ARTICLE XVI

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENT"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- A. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;
- B. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND
- C. ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT

FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS 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.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBIT "A"

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of Corporations Not for Profit, the undersigned hereby adopts and sets forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION AND MAILING ADDRESS

The name of this corporation shall be:

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The mailing address of the corporation shall be 450 NE Lazy River Parkway, Port St Lucie, Florida, 34983.

The Association is not a condominium association under Chapter 718, *Florida Statutes*.

ARTICLE II

PURPOSES

The purposes for which this Association is organized are:

- A. To promote the health, safety and social welfare of the owners of all lots, tracts, or parcels of land (referred to herein as "lots") located within the development known as River Place on the St. Lucie (referred to herein as "River Place on the St. Lucie") that are, or hereinafter may be subject to the terms of the "Declaration of Protective Covenants for River Place on the St. Lucie" as same may be amended from time-to-time (referred to herein as the "Declaration") to be recorded in - the Public Records of St. Lucie County, Florida.

- B. To operate, manage, maintain and control the usage of all land and water areas and improvements intended for the common usage of lot owners in River Place on the St. Lucie, including, without limitation, such private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, docks, surface water management

system, water retention and management areas, landscaping, conservation areas, easement areas, and other similar common areas (and the improvements thereon) as may be set aside and transferred or assigned from time to time to the Association for the common use or benefit of the Property owners in River Place on the St. Lucie, and/or for the purpose of operation and maintenance by the Association, unless the improvement is the maintenance responsibility of the Owners or a third party.

- C. To furnish or otherwise provide for the private security, street lighting, and such other services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.
- D. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the common areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable for the promotion of the health, safety, and social welfare of the members of the Association, unless the improvement is the maintenance responsibility of the Owners or a third party.
- E. To carry out all the duties and obligations assigned to it under the terms of the Declaration.
- F. To carry out all the duties and obligations assigned and/or imposed on it by any Zoning or Development Order regarding development of all or a portion of River Place on the St. Lucie.
- G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The powers that the Association shall have are as follows:

- A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the objects and purposes set forth in these Articles of Incorporation and not prohibited by the laws of the State of Florida.

- B. Operate and maintain common property, including the surface water management system as permitted by the South Florida Water Management District, all lakes, retention areas, culverts, and related appurtenances.
- C. To establish a budget and to fix assessments to be levied against all lots which are subject to assessment pursuant to the aforesaid Declaration for the purposes of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements and replacements.
- D. To place liens against any lot subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.
- E. To hold funds solely and exclusively for the benefit of the Association for the purposes set forth in these Articles of Incorporation.
- F. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purpose for which the Association is organized.
- G. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.
- H. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.
- I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, operated, maintained, or used by the Association.
- J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.
- K. Sue and be sued.
- L. To perform any act required or contemplated of it under any Development Order.

- M. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.
- N. To retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of Association property, and to enter into any other agreement consistent with the purposes of the Association, including but not limited to, agreements with respect to the installation, maintenance and operation of a telecommunication receiving and distribution system and surveillance services system, and for professional management and to delegate to such professional management certain powers and duties of the Association.
- O. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration including, without limitation, the power to borrow money for Association purposes. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general welfare of its membership.

ARTICLE IV

MEMBERS / VOTING

Section 1. Membership. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot or Tract which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds record ownership merely as security for the performance of an obligation (e.g., mortgagees) shall not be a Member of the Association.

Section 2. Voting Rights. Each Member shall vote as provided in the Declaration, Articles and By-laws.

Section 3. Meetings of Members. The By-laws of the Association shall provide for an annual meeting of Members and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if Members having the power to cast thirty (30%) percent of the total votes of the Membership shall be present in person or by proxy at the meeting. All matters to be decided by the Members shall be decided by a majority vote of the Members except as may be expressly provided to the contrary by the Declaration, these Articles, or the By-laws, all matters to be decided by the Members shall be decided by majority vote.

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Section 4. General Matters. Notwithstanding the provisions of Section 3 immediately above, any Members' vote taken in a Neighborhood under the provisions of and pursuant to a Supplemental Declaration, a quorum of a Neighborhood shall be twenty (20%) percent of the total number of votes in that Neighborhood, unless a greater number, not to exceed thirty (30%) percent, is provided therein.

ARTICLE V

CORPORATE EXISTENCE

The Association shall have perpetual existence; however, if the Association is dissolved, a condition precedent shall be the conveyance to an appropriate agency of local government, with said agency's acceptance of all that property consisting of the surface water management system which the Association was obligated to maintain pursuant to the Declaration and the Common Areas, or in the alternative, the surface water management system and Common Areas shall be dedicated to a similar non-profit Corporation.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of seven (7) Members (Directors) as determined pursuant to Section 2 below.

Section 2. Election of Directors. At each Annual Meeting of the Association, the Members, shall elect Directors as follows:

- a. At least sixty (60) days prior to the date of the annual meeting, the Association shall send to all Members a notice of the date of election and a request that all Members desiring to be candidates for the Board of Directors submit a Candidate Certificate (including as a minimum: name, address, phone number) to the Association along with an optional one (1) page summary of the candidate's qualifications.
- b. All Members desiring to be candidates must submit their Candidate Certificate and optional one-page summary of qualifications at least forty (40) days prior to the annual meeting, which must be delivered or mailed so as to be received at the Association office by the forty (40) day deadline. Applications received after the deadline may not be considered.

- c. The election shall be by written ballot. Along with the notice of the annual meeting, each Member shall be sent the names of qualified Candidates and optional summaries of qualifications of all the candidates if they were provided by Candidates, a written ballot, and envelopes for returning the ballot. The ballot may be cast in person at the annual meeting or may be mailed or delivered to the Association office, but must be received prior to the start of the annual meeting in order to be counted in the election.
- d. The ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Members the Lot for which the vote is being cast, and the signature of the Lot Owner casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Lot, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Lot, the ballots for that Lot shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered.
- e. There will be no nominations from the floor. Each Member shall be entitled to cast votes for as many candidates as there are vacancies to be filled.
- f. In the event that the number of candidates equals the number of vacancies or is less than the number of vacancies to be filled, no balloting or election will be necessary.
- g. Nominees must be Owners in the community.
- h. If an Owner is a Trust, only a trustee or beneficiary of the trust is eligible to serve on the Board. If an Owner is a Corporation, only a Corporate Officer or Corporate Director is eligible to serve on the Board. If an Owner is an LLC, only a Member of the LLC, as registered with the State of Florida, is eligible to serve on the Board of Directors. The Association is permitted to obtain reasonable documentation from the Trust or Entity indicating that the individual has the representative capacity as set forth in this provision.
- i. Spouses shall not serve on the Board at the same time unless the number of candidates is equal to or less than the number of vacancies. Persons residing in the same household shall not serve on the Board at the same time unless the number of candidates is equal to or less than the number of vacancies. Persons from the same Trust or Entity shall not serve on the Board at the same time unless the number of candidates is equal to or less

than the number of vacancies. The Board of Directors shall not appoint a person to the Board in violation of this provision.

- j. Owners may vote electronically in accordance with Chapter 720, Florida Statutes.
- k. The Board may adopt additional rules consistent therewith respecting the election of Directors.
- l. In the event of any conflict between these Articles of Incorporation and Chapter 720, Florida Statutes, as amended from time to time, Chapter 720 shall control.

Section 3. Voting Groups. There are no voting groups. All seven seats are elected at large.

Section 4. Vacancies. If a Director shall for any reason cease to be a Director, the remaining Director(s) shall elect a successor to fill the vacancy for the balance of the unexpired term.

Section 5. Term of Office. Directors shall serve commencing upon their election and continuing for two years until the subsequent Annual Meeting of the Association (but they may succeed themselves) or until their successors are duly elected. Terms shall be staggered starting with the 2025 election, which shall be held at the annual meeting in January, 2025. The four (4) candidates receiving the highest number of votes at the 2025 election will serve two (2) year terms. These will be known as seats #1, #3, #5 and #7, which will be up for election in odd calendar years. The three (3) candidates receiving the lowest number of votes at the 2025 election will serve one (1) year terms. These will be known as seats #2, #4, and #6, which will be up for election in even calendar years. At each subsequent annual meeting and election after 2025, directors will be elected to serve two (2) year terms.

If there are not enough candidates to fill the vacancies for any election, the newly elected Board of Directors shall vote to appoint, from the community at large, anyone who is qualified, to fill the vacant seat(s). If there are seven (7) or less candidates for the 2025 election, the terms of each director will be decided by drawing names from a receptacle, unless the candidates agree upon the terms of each director. All ties will be decided by a coin toss or by drawing names from a receptacle.

A Director may not serve more than four (4) consecutive years on the Board of Directors unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy.

ARTICLE VII

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director. Other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

ARTICLE VIII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended, or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE IX

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation may be proposed by a majority of the Board of Directors of the Association and must be approved by a majority of the entire membership of the Association, voting being performed by those Members eligible to vote.

Section 2. Notice of a proposed amendment shall be included in the notice of meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 720, Florida Statutes, as same may be amended from time-to-time. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 3. In case of any conflict between these Article of Incorporation and the By-Laws, these Article shall control; and in care of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he/she is or was a director, employee, officer, committee member or agent of the Association, against expenses (including attorneys' and paraprofessional fees and appellate attorneys' and paraprofessional fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he/she believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

Section 2. To the extent that a director, officer, employee, committee member or agent of the Association has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in Section 1 above or, in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney and paraprofessional fees and appellate attorney and paraprofessional fees) actually incurred by him/her in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee, committee member or agent to repay such amount unless it shall ultimately be determined that it is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, both of Members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee, committee member or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, committee member or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this article.

Section 6. The provisions of this Article XI shall not be amended so as to impair any accrued right of indemnification.

ARTICLE XI

REGISTERED AGENT

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First – That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Port St. Lucie, County of St. Lucie, State of Florida, the corporation named in said articles has named Wilson C. Atkinson, III, Esquire, located at 1945 Tyler Street, Hollywood, Florida 33020 as its statutory registered agent.

Having been named the statutory registered agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

EXHIBIT "B"

BY-LAWS

RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION, INC.

A corporation not for profit organized under the laws of the State of Florida.

- I. Identity. These are the By-Laws of RIVER PLACE ON THE ST. LUCIE OWNERS ASSOCIATION INC., a corporation not for profit, incorporated under the laws of The State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - A. Fiscal Year. The fiscal year of the Association shall be the twelve-month period commencing January 1st of each year and terminating December 31st of the succeeding year.
 - B. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
- II. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of Protective Covenants For River Place on the St. Lucie (the "Declaration") as same is or shall be recorded in the Public Records of St. Lucie County, Florida and in the Articles, unless herein provided to the contrary, or unless the context otherwise requires.
- III. Members.
 - A. Membership Interests. As provided in Article III, of the Declaration, all voting of membership interests shall be conducted by votes of the Members, each casting the number of votes equal to the number of Lots owned within the Properties as defined by Article I; provided, however, that voting for, and election of directors shall be as provided in the Articles of Incorporation.
 - B. Annual Meeting. The annual meeting of the Association shall be held in January each year, and at the time and place, all as determined by the Board of Directors from time to time. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted, or as stated in the notice of the meeting sent to Members in advance thereof.

- C. Special Meetings. Special meetings of the Association shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- D. Attendance by Owners. All meetings of the Association shall be open to all Members.
- E. Notice of Meeting; Waiver of Notice. Notice of an Association meeting (annual or special) stating the time and place and the purpose(s) for which the meeting is called, shall be given to the Members by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on The Properties for at least forty-eight (48) continuous hours prior to the meeting. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Member. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items in the case of special meetings, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to all Members of, the specific location on The Properties upon which all notices of meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member, either in person or by proxy, shall constitute such Members' waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when their attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of a meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meeting were posted and mailed, or hand delivered in accordance with this Section. No other proof of notice of a meeting shall be required.

- F. Quorum. A quorum at an Association meeting shall be attained by the presence, either in person or by proxy (limited or general), of Members entitled to cast thirty (30%) percent of the votes entitled to be cast at the subject meeting; provided, however, that at the annual meeting at which Directors are to be elected, the actual number of voting interests present at the meeting, either in person or by proxy, shall be deemed to establish a quorum.

G. Voting.

1. Number of Votes. Each Member shall have and cast as many votes as the number of Lots for which he holds title or proxy provided he or she is a member in good standing with all fees and charges paid and no revocation or suspension of rights or privileges in force as provided by law and the Declaration. No Member may divide or allocate such votes.
2. Majority Vote. The acts approved by a majority of the votes present and voting in person or by proxy at a meeting at which a quorum shall have been attained shall be binding for all purposes, except where otherwise provided by law, the Declaration, the Articles, or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms “majority of the owners” and “majority of the members” shall mean more than 50% of the then total authorized votes present and voting in person or by proxy at any meeting at which a quorum shall have been attained. Similarly, if some greater percentage of members or votes is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members of any meeting at which a quorum is attained.
3. Voting Certificate. With respect to Association elections, if a Lot is owned by one person, that person’s right to vote shall be established by the roster of the members. If a Lot is owned by more than one person (other than husband and wife), those persons shall decide among themselves as to who shall cast the vote of the Lot and so notify the Association in writing. If a Lot is owned by husband and wife, either may cast the vote of the Lot unless one of them has put the Association on notice in writing of a dispute, in which case they shall decide between themselves as to who shall cast the vote of the Lot and so notify the Association in writing. In the event that those persons described in the preceding two (2) sentences cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the Board of Directors is otherwise notified. If a Lot is owned by a corporation or other business entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer of the corporation, or other person authorized by law to bind the entity, and filed with the secretary of the Association. Such person need not be an Owner. Those certificates shall be valid until revoked or until suspended by a subsequent certificate or until there is a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of

an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot for which such certificate is required is not on file or has been revoked, the vote attributable to such Lot shall not be considered as provided by law.

- H. Proxies. Votes to be cast by Members at meetings of the Association may be cast in person or by proxy. Except as provided herein, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form approved by the Board of Directors. General proxies may be used for voting for non-substantive changes to items for which a limited proxy is given. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Lot (as above described), name the person(s) voting by proxy and the person authorized to vote on behalf of such person(s) and filed with the Secretary before the appointed time of the meeting. Each proxy shall contain the date, time, and place of the meeting for which it is given and, if a limited proxy shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such a provision is not made, substitution is not permitted.
- I. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, or if a majority of the members present in person or by proxy wish to adjourn for any other purpose, the President or Acting Chairman of the meeting may adjourn the meeting from time to time until a quorum is present or for any other purpose, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked.
- J. Order of Business. If a quorum has been attained, the order of business at annual meetings, and, if applicable, at other special meetings, shall be:
1. Call to order by President;
 2. Appointment by the President of a Chair of the meeting (who need not be a member or a director);
 3. Proof of notice of the meeting or waiver of notice;

4. Reading of minutes;
5. Reports of officers;
6. Reports of committees;
7. Unfinished business;
8. Elections;
9. New business;
10. Adjournment.

Such order may be waived in whole or in part by the direction of the Chairperson of the meeting.

- K. Minutes of Meetings. The minutes of all meetings shall be kept in written form or on auditory tape and made available for inspection by owners or their authorized representatives and Board Members at any reasonable time for proper purposes, but not as to matters covered by attorney-client privilege. The Association shall retain these minutes for a period of not less than seven years.
- L. Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required, or which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the persons entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving persons having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of this Association, or other authorized agents of the Association. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

IV. Directors.

- A. Membership. The affairs of the Association shall be governed by a Board of not less than three (3) directors, the exact number to be determined as provided in the Articles. Directors must be natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy.
- B. Election of Directors. Members of the Board of Directors shall be elected in the manner provided in the Articles of Incorporation.
- C. Vacancies and Removal.
 - 1. Vacancies on the Board of Directors shall be filled by the remaining Directors at any Board Meeting.
 - 2. If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any owner may apply to the Circuit Court within whose jurisdiction the properties are located for the appointment of a receiver to manage the affairs of the Association as provided in Section 720.3053, Florida Statutes, as same may be amended from time to time.
- D. Term. Except as provided herein to the contrary, the term of each Director's service shall extend for two (2) years, until the annual meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.
- E. Organizational Meeting. The organizational meeting of newly elected or appointed Directors shall be held within ten (10) business days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.
- F. Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or email if they have elected to receive notices via email, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors at which a quorum of the Board is present shall be open to all Owners. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.
- G. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the

place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

- H. Quorum and Voting. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present and voting at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, or these By-Laws. Each Director shall have one (1) vote on all matters coming before the Board, such vote to be cast only by the Director (*i.e.*, not by proxy).

- I. Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

- J. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

- K. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

- L. Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
 - 1. Proof of due notice of meeting;
 - 2. Reading and disposal or any unapproved minutes;
 - 3. Reports of officers and committees;
 - 4. Election of officers;
 - 5. Unfinished business;
 - 6. New business;

7. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

M. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Directors, Members, or their authorized representatives, for proper purposes (subject to attorney-client privilege) at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

N. Committees Generally. The Board may by resolution also create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable. At no time may a committee or member take action, adopt a policy or procedure without the express written consent of the Board.

V. Authority of the Board.

A. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

1. Subject to the limitations within the Declaration of Protective Covenants, operating and maintaining (whether entirely or in supplement to other maintenance) all types of Common Areas and other Association Property.
2. Determining the expenses required for the operation of the Association.
3. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and the Association's property; subject, however, to the requirement of the Declaration that such maintenance and operations be performed by a professional property management company under contract with the Association.
4. Adopting and amending Rules and Regulations concerning the details of the operation and use of The Properties.
5. Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.

6. Purchasing, leasing or otherwise acquiring title to, or an interest in real and personal property in the name of the Association, or its designee, for the use and benefit of its Members.
7. Purchasing, leasing or otherwise acquiring Lots or other property, including, without limitation, Lots at foreclosure or other judicial sales, all in the name of the Association, or its designee.
8. Selling, leasing, mortgaging or otherwise dealing with Lots or Tracts acquired by the Association, or its designee.
9. Organizing Corporations and appointing persons to act as designee of the Association in delegable matters.
10. Obtaining and reviewing insurance for the Common Areas and against liabilities subject to the limitations within the Declaration.
11. Subject to the limitations within the Declaration, making repairs, additions, and improvements to, or alterations of Common Areas and repairs to and restoration of same, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
12. Enforcing obligations of the Owners, allocating revenue and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.
13. Levying fines against applicable owners in accordance with the Declaration.
14. Subject to the limitations within the Declaration, borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Areas or the acquisition of real property, and granting mortgages on and/or security in Association owned property.
15. Subject to the limitations within the Declaration, contracting for the management and maintenance of the Common Areas and the Association and authorizing a duly licensed management agent to assist the Association, in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of covenants, restrictions and rules and maintenance, repair, and replacement of the Common Areas and other Association property with such

funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles and these By-Laws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

16. Contracting with the City, County, and other governmental and quasi-governmental entities.

17. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and applicable statutes, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

VI. Officers.

- A. Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary (none of whom, except the President, need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person may sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Owners.
- B. President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of a property owners' association.
- C. Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of a property owners' association and as may be required by the Directors or the President.
- D. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties

incident to the office of the secretary of a property owners' association and as may be required by the Directors or the President.

- E. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to Board of Directors for examination at reasonable time, the Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by the Board of Directors.

- VII. Fiduciary Duty. The officers and directors of the Association have a fiduciary relationship to the Owners.

- VIII. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers may be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

- IX. Resignations. Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a latter date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

- X. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
 - A. Budget. The Board of Directors shall adopt an annual budget for the Association at least sixty (60) days prior to the beginning of each fiscal year, with at least thirty (30) days' notice of the Assessments to be levied thereunder to be given to all Members.

Subject to the limitations within the Declaration, such budget shall contain projected revenues and reasonably distinct line items, for the expenses of operating the Association and the Common Areas including, without limitation, those for insurance, maintenance, professional fees, management fees, salaries and other employee expenses and general offices and overhead items.

Notice of the adoption of the budget, together with either a copy of the budget or a statement that it will be furnished to any member upon request, shall be mailed to each Member prior to the effective date of the budget; this requirement may be satisfied by inclusion of such notice or a copy of the budget in a newsletter mailed to each member by the Association.

- B. Reserves. Subject to the limitations within the Declaration, the Board of Directors may elect to establish reserves for general contingencies and/or for the deferred maintenance and replacement (in whole or in part) of components of Common Areas. Such reserves may be funded through contributions for initial purchasers of Lots/Units, as a part General Assessments, or otherwise as the Board determines. The fact that a reserve has been established for a particular purpose shall not preclude the use of funds in same for another purpose if the membership approves such other use.
- C. Depository. The depository of the Association shall be such federally insured institutions in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.
The Board of Directors shall, by appropriate resolution (which may be on a form of resolution provided by a depository institution) designate the persons authorized to sign Association checks and shall require two (2) signatures on all checks or those for amounts in excess of that set by the Board.
- D. Fidelity Bonds. Fidelity bonds may be obtained by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the amounts required by standards adopted by applicable mortgage lenders or insurers. The premiums on such bonds shall be paid by the Association.
- E. Accounting Records and Reports.
1. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, a record of all receipts and expenditures.
 2. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year and, within that time, provide each Member with a

copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member; said notice and/or report may be contained in any newsletter prepared by the Association and mailed to the Members. The financial report must consist of either:

- a. Financial statements presented in conformity with generally accepted accounting principles; or
- b. A financial report of actual receipts and expenditures, cash basis, which report must show:
 - (1) The amount of receipts and expenditures by classification; and
 - (2) The beginning and ending cash balances of the Association.

F. Application of Payment. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

XI. Roster of Unit Owners. Each Owner shall file with the Association a copy of the deed or other document showing their ownership; this filing shall be performed by each Builder for sales by each Builder. The Association shall maintain such information in a roster of Owners. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

XII. Parliament Rules. Except when specifically or impliedly waived by the chair of any Director's or members' meeting, Robert's Rules of Order (latest edition) shall govern the conduct of the meetings when not in conflict with applicable law, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

XIII. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

- B. Adoption. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors or by Members having the right to cast not less than one-third (1/3) of the votes of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all Members of the Association represented at a meeting of the Association at which a quorum has been attained.
 - C. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees without the consent of mortgagees, as applicable, in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.
 - D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.
- XIV. Rules and Regulations. The Board of Directors may, from time to time, adopt, modify, amend, or add to rules and regulations concerning the operation of the Association. Copies of such modified, amended, or additional rules and regulations shall be furnished by the Board of Directors to each affected owner upon request and the Board shall use reasonable efforts to publicize any rules adopted, amended, or repealed by it.
- XV. Official Records. From the inception of the Association, the Association shall maintain a copy, of each of the following, where applicable, which shall constitute the official records of the Association:
- A. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the association is obligated to maintain, repair, or replace;
 - B. A photocopy of the recorded Declaration and all amendments thereto;
 - C. A photocopy of the recorded By-Laws of the Association and all amendments thereto;

- D. A certified copy of the Articles of Incorporation of the Association and all amendments thereto;
- E. A copy of the current Rules and Regulations of the Association;
- F. A book or books containing the minutes of all meetings of the Association and of the Board of Directors, which minutes shall be retained for a period of not less than 7 years;
- G. A current roster of all owners, their mailing addresses, Lot identification, and, if known, telephone numbers;
- H. All current insurance policies of the Association or copies thereof, which shall be retained for a period of not less than seven (7) years;
- I. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year;
- J. Deeds, Bills of Sale, or other transfer instruments for all property owned by the Association;
- K. The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
 - 1. Accurate, itemized, and detailed records of all receipts and expenditures.
 - 2. A current account and a periodic statement of the account for each Member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - 3. All tax returns, financial statements, and financial reports of the Association.
 - 4. Any other records that identify, measure, record, or communicate financial information.

- XVI. Construction. Wherever the context so permits herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- XVII. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit time scope of these By-Laws or the intent of any provision hereof.
- XVIII. Fines. The Association is hereby specifically authorized to fine Members and Article IX of Declaration is hereby incorporated herein and made part hereof for the purpose of these By-Laws complying with Section 720.305 (2) and (3), Florida Statutes, as same may be amended from time to time.

EXHIBIT "C"
THE COMMON AREAS

1. AS SHOWN ON THE PLAT OF RIVER PLACE ON THE ST. LUCIE RECORDED IN PLAT BOOK 39, PAGES 29, 29A THROUGH 29G, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA:
 - A. ALL ROAD RIGHTS-OF-WAY EXCEPT LAZY RIVER PARKWAY;
 - B. BUFFER ZONES (B.Z.) NUMBERS 1, 2, 3, 4, 5, 6, 7, 8, 9;
 - C. WATER MANAGEMENT TRACTS (W.M.T.) NUMBER 1;
 - D. WETLAND PRESERVATION AREAS (W.P.A.) NUMBERS 1, 2, 3, 4, 5, 6, 7 AND 8;
 - E. OPEN SPACE TRACT (O.S.T.) NUMBER 4;
 - F. TRACTS "D1", "J", "L" AND "O"; AND
 - G. WATER MANAGEMENT TRACT (W.M.T.) NUMBER 2.

2. AS SHOWN ON THE PLAT OF RIVER PLACE ON THE ST. LUCIE NO. 2 RECORDED IN PLAT BOOK 39, PAGES 30 AND 30A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA:
 - A. ALL ROAD RIGHTS-OF-WAY;
 - B. BUFFER ZONES (B.Z.) NUMBERS 2 AND 3;
 - C. THE OPEN SPACE TRACTS (O.S.T.) NUMBERS 1, 2 AND 3;
 - D. WATER MANAGEMENT TRACT (W.M.T.) NUMBERS 3; AND
 - E. THE WETLAND PRESERVATION AREAS (W.P.A.) NUMBERS 2, 3 AND 4; AND

3. AS SHOWN ON THE PLAT OF RIVER PLACE ON THE ST. LUCIE NO. 3, AS RECORDED IN PLAT BOOK 39, PAGES 31, 31A AND 31B, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA:
 - A. ALL ROAD RIGHTS-OF-WAY;
 - B. THE OPEN SPACE TRACTS (O.S.T.) NUMBERS 5, 6, 7, 8, 9, 10 AND 11;
 - C. WATER MANAGEMENT TRACTS (W.M.T.) NUMBERS 4 AND 5;
 - D. TRACT "M"

EXHIBIT "D"

THE NEIGHBORHOODS

Tracts A, B, C, E, F and K, as shown on the Plat of RIVER PLACE ON THE ST. LUCIE, recorded in Plat Book 39, Pages 29, 29 through 29G, Public Records of St. Lucie County, Florida.

EXHIBIT "E"

DESCRIPTION OF THE PROPERTIES

The Properties described in the Plat Book of River Place on the St. Lucie, recorded in Plat Book39, Pages 29, 29A through 29G, Public Records of St. Lucie County.