

**SECOND AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

**FOR
RIVER BRIDGE**

**ORIGINALLY AMENDED JANUARY 25, 2008
AMENDED ARTICLE X, SECTION 7 MARCH 28, 2014**

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PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE**

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**SECOND AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR RIVER BRIDGE**

This SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Declaration," is made 12th day of August, 1999 by the River Bridge Property Owners' Association, Inc.

WITNESSETH:

WHEREAS, the real property described in Exhibit "A" attached hereto and incorporated herein by reference, is a part of that property commonly known as River Bridge, Greenacres City, Florida; and

WHEREAS, River Bridge Property Owners' Association, Inc., desires by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within the development; and

WHEREAS, River Bridge Property Owners' Association, Inc., wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the property in order to contribute to the personal and general health, safety and welfare of the Property Owners and residents therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, River Bridge Property Owners' Association, Inc., hereby declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charge liens and other provisions hereinafter set forth in this Second Amended and Restated Declaration of Protective Covenants and Restrictions for River Bridge, which restates any and all prior Amendments to the original Declaration, and the Amended and Restated Declaration, except as specifically excluded by this Second Amended and Restated Declaration, and except as to any amendments which subjected additional property, described in the P.U.D., to the original Declaration.

ARTICLE I
DEFINITIONS

The following terms, as used in this Declaration shall have the following meanings:

Section 1. **AREA OF COMMON RESPONSIBILITY** shall mean and refer to the Common Area, together with those areas, if any, which by contract with any Associations or Condominium Associations, with any tax or school districts, or with any other property owner within River Bridge, become the responsibility of the Master Association for the benefit of all its Members.

Section 2. **ARTICLES OF INCORPORATION** shall mean the Second Amended and Restated Articles of Incorporation of the River Bridge Property Owners' Association, Inc. (Exhibit "B" to the Second Amended and Restated Declaration).

Section 3. **SUB-ASSOCIATION(S)** shall mean and refer to the homeowners' or condominium associations created or to be created to govern a portion of the Property in accordance with this Declaration. Such Sub-Association(s) shall be incorporated under the laws of the State of Florida.

Section 4. **BOARD OR BOARD OF GOVERNORS** shall mean and refer to the Board of Governors of the Master Association.

Section 5. **BYLAWS** shall mean the Second Amended and Restated Bylaws of the River Bridge Property Owners' Association, Inc. (Exhibit "C" to the Second Amended and Restated Declaration).

Section 6. **BUILDER** shall mean and refer to any person or entity which acquires record title to any Parcel from any entity with the intent of constructing residential dwellings on the Parcel.

Section 7. **CITY** shall mean and refer to Greenacres, a municipality created pursuant to Article VIII of the Constitution of the State of Florida.

Section 8. **COMMON AREA** shall mean all real and personal property now or hereafter owned by the Master Association for the common use and enjoyment of the Owners.

Section 9. **COMMON EXPENSES** shall mean and refer to all expenses incurred by the Master Association in connection with its ownership, maintenance and other obligations set forth herein in the Articles of Incorporation and the Bylaws, regarding the Common Area and the Area of Common Responsibility, or as may be otherwise determined by the Board.

Section 10. **COMMON SURPLUS** shall mean and refer to the excess of all receipts of the Master Association, including but not limited to assessments, rents, profits, and revenues in excess of the amount of Common Expenses.

Section 11. **COMMUNITY-WIDE STANDARD** shall mean the standard of conduct, maintenance, or other activity generally prevailing in River Bridge. Such standard may be more specifically determined by the Board of Governors through rules and regulations as promulgated from time to time by the Board of Governors.

Section 12. **CONDOMINIUM ASSOCIATION(S)** shall mean and refer to any and all Condominium Association(s) organized and existing under the laws of the State of Florida within River Bridge. The relationship of the Condominium Association(s) to the Master Association is more particularly described in Article IV of this Declaration, and in any declaration creating a condominium.

Section 13. **CONDOMINIUM COMMON ELEMENTS** shall mean and refer to the area or areas exclusively used and owned in common by the Owners of Condominium Units in a particular area within River Bridge, which is submitted to a condominium regime and which common elements are more particularly described in any Declaration of Condominium.

Section 14. **CONDOMINIUM UNIT** shall mean and refer to a Condominium Unit together with its appurtenant share of the undivided common elements as described in and which is encumbered by a Declaration of Condominium.

Section 15. **COUNTY** shall mean and refer to Palm Beach County, Florida.

Section 16. **DECLARATION OF CONDOMINIUM** shall mean and refer to the written instrument which, when recorded in the Public Records of the County, subjects all or part of a Parcel to a condominium form of ownership of real property.

Section 17. **DEVELOPMENT PLAN** shall mean and refer to the general plan of development for River Bridge, as hereinafter defined, which plan has been adopted pursuant to the P.U.D. Agreement dated February 17, 1984, and recorded in Official Record Book 4186 at Page 1703, et seq., of the Public Records of the County, together with any amendments thereto, as may from time to time be agreed to and so recorded.

Section 18. **IMPROVEMENTS** shall mean and refer to all structures of any kind, including, but not limited to, any building, building addition, fence, accessory building, wall, sign, parking areas, alteration, screen enclosure, decoration, landscaping, or landscape device or object.

Section 19. **INSTITUTIONAL FIRST MORTGAGE** shall mean and refer to a mortgage which is a first lien on a Parcel or Residential Unit as hereinafter defined, that is held by, a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution.

Section 20. **LOT** shall mean and refer to any plot of land numerically designated and shown or described in any recorded plat within the real property which is subject to this Declaration, with the exception of the Common Area, as herein defined, and with the exception of those areas designated as "Parcel" in any such recorded plat.

Section 21. **MASTER ASSOCIATION** shall mean and refer to River Bridge Property Owners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 22. **MEMBER** shall mean and refer to any Owner(s) of a Parcel, Lot or Residential Unit, who shall together comprise the membership of the Master Association. The term Member and Owner may be used interchangeably throughout this Declaration.

Section 23. **OWNER** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, Lot or Residential Unit as herein defined.

Section 24. **PARCEL** shall mean and refer to separately designated, residential areas which may be comprised of various types of housing which are initially or by amendment made subject to this Declaration. All Parcels within the Property must be shown or described in any plat of record of River Bridge.

Section 25. **PROPERTY** shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by subsequent amendment to this Declaration.

Section 26. **P.U.D. OR P.U.D. AGREEMENT** shall mean and refer to the Planned Unit Development Agreement dated February 17, 1984, and recorded in Official Record Book 4186, Page 1703, in the Public Records of the County, as amended or as may hereinafter be amended.

Section 27. **RESIDENTIAL UNIT** shall refer to an improved portion of the Property intended for any type of independent ownership for use and occupancy as a residence by a single family, and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, Condominium Units, single family detached units, and single family attached units.

Section 28. **RIVER BRIDGE** shall mean and refer to that Planned Unit Development which is located in Greenacres City, Palm Beach County, Florida, and is known as River Bridge, as same is legally described in the P.U.D. Agreement.

Section 29. **STREET** shall mean and refer to any paved roadway or other thoroughfare within River Bridge and which is, has been or will be dedicated to the Master Association, whether same is dedicated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 30. **STREETSCAPE** shall mean and refer to the area between the paved portion of the Street and the right-of-way line, including, but not limited to, all walkways, bikeways, landscaping, walls, berms, swales, irrigation, signage, light fixtures and street furniture.

Section 31. **SURFACE WATER MANAGEMENT SYSTEM** shall mean and refer

to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the P.U.D. Agreement.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. **EXISTING PROPERTY**. The Property which shall be subject to this Declaration upon the recordation hereof in the Public Records of the County, is that Property more particularly described in Exhibit "A" attached hereto. Notwithstanding anything to the contrary in this Declaration, as amended and restated, Parcel 4B of the River Bridge P.U.D., ("Parcel 4B property") shall be subject to the terms of the Thirteenth Amendment to the Declaration of Protective Covenants and Restrictions for River Bridge recorded in O.R. Book 9242, at Page 451, which amendment shall remain in full force and effect. Notwithstanding anything to the contrary in this Declaration, as amended and restated, Parcels 4C/4D of the additional property (the "Stonemark Property") shall be subject to the terms of the Fourth Amendment to the Declaration of Protective Covenants and Restrictions for River Bridge recorded in O.R. Book 5914, at Page 1620, which amendment shall remain in full force and effect.

Section 2. **ADDITIONAL PROPERTY**. Additional property may be annexed to the Property upon the approval of a majority of the votes of those Members present in person or by proxy at a duly called meeting of the membership in which a quorum has been obtained, but which majority must constitute at least thirty-three percent (33%) of the total number of Members in the River Bridge community. Members shall only approve whether to annex particular property. The Board of Governors shall have sole authority to determine the terms of annexation and to approve any amendments to the Declaration, By-Laws or Articles of Incorporation to effectuate the annexation.

ARTICLE III

PROPERTY RIGHTS

Section 1. **GENERAL EASEMENTS**. Each of the following easements, as same may now or hereafter be shown on any plat of record or in any other document filed as to any part of River Bridge, are hereby reserved and otherwise created and conveyed in favor of the Master Association, all Members, Owners, Builders, and their respective licensees, invitees, grantees, successors, and assigns unless said licenses, invitees, grantees, successors, and assigns are the subject of an action of the Board prohibiting their entry onto the Property, and are covenants and servitudes running with the title to the Property;

(a) **Utilities**. An easement for utilities, including but not limited to, electricity, telephone, water and waste water services, drainage, and irrigation systems, or as may be

required for utility services, including the maintenance and operation of wells, well sites, and a system for drainage, irrigation and effluent areas in order to adequately serve all or any part of the Property, and all improvements thereon.

(b) Pedestrian and Vehicular Traffic. An easement for pedestrian and vehicular traffic over, through and across the Common Area, but the same shall not give or create in any person the right to drive or park upon any portion of the Property not intended for such common use or designated as such by the Master Association.

(c) Emergency Vehicles. An easement for the right of all lawful emergency vehicles, equipment and persons in connection therewith to pass over and across all portions of the Property to service the Owners, Residents and all improvements.

(d) Maintenance and Repair. Easements for maintenance and repair and easements to enter over, through and upon all portions of River Bridge for the purpose of maintaining, repairing and replacing the Common Area and all other commercial and recreational facilities which constitute a part of River Bridge.

(e) Ingress and Egress Easements for Parcels. An easement for ingress and egress from and to each Lot and Parcel, the Common Area and such other commercial and recreational facilities as may be hereinafter described, all from and to the public ways abutting the Property.

(f) Security System. An easement for any security system which may be constructed in or on the Property, or as may be required for security purposes by the Board in order to adequately secure all or any portion of the Property, and any improvements thereon.

(g) Construction. An easement to enter upon, through and over and use any portion of the Property in connection with any construction on the Property as authorized by the Master Association.

(h) Maintenance of Water Management System. An easement or easements for access to, maintenance, repairs and operation of the Surface Water Management System, including the littoral zone.

(i) Easements for the Master Association. The Master Association shall have the right to grant such additional easements (including, without limitation, easements for cable, television services, satellite or other telecommunications services) or to relocate existing easements throughout the Property as the Master Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Members' and Owners' use or enjoyment of the Property.

(k) Restrictions on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Board, which shall not be unreasonably withheld.

ARTICLE IV

ASSOCIATION NETWORK

Section 1. MASTER ASSOCIATION.

River Bridge Property Owners' Association, Inc., a Florida corporation not-for-profit, has been incorporated in accordance with the Articles of Incorporation, as amended from time to time, a copy of which Second Amended and Restated Articles of Incorporation is attached hereto and made a part hereof as Exhibit "B," and the Bylaws, as amended from time to time, a copy of which Second Amended and Restated Bylaws is attached hereto and made a part hereof as Exhibit "C." The Master Association has not been formed, organized, or incorporated in such a manner to qualify for tax exempt status under any provision of the Internal Revenue Code. It shall have the duties imposed in the Articles of Incorporation and Bylaws of said Master Association, and in accordance with this Declaration. The Master Association is or will become vested with primary authority and control over all of the Common Area and is or will become the owner of all real and personal property known as the Common Area. The Master Association is the organization with the sole responsibility to make and collect assessments from all Members, which assessments will be made in accordance with Article X. The Master Association may also make and collect charges for maintenance services against any Member, Association, or Condominium Association, as more fully set forth in Article X of this Declaration. The charges levied by the Master Association are separate, apart and in addition to charges or assessments which may be made by individual Sub-Associations to or against their members, and/or users. The Master Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

Section 2. SUB-ASSOCIATIONS.

Sub-Associations, subordinate to the Master Association, shall be organized with respect to specific residential Parcels within River Bridge. These Sub-Associations shall have the power to levy maintenance assessment for the Sub-Association common elements as provided in their respective declarations, which maintenance assessments shall be subordinate to, separate and apart from any and all assessments levied by the Master Association, together with any rights which may be set forth in the declaration for the particular regime.

Section 3. CONDOMINIUM ASSOCIATIONS.

Condominium Associations, subordinate to the Master Association, shall be organized and operated with respect to a particular condominium regime in River Bridge. These Condominium Associations shall have the power to levy maintenance assessments for the Condominium Common Elements as provided in their respective Declarations of Condominium, which maintenance assessments shall be subordinate to, separate and apart from any and all assessments levied by the Master Association, together with any rights which may be set forth in the Declaration of Condominium for the particular condominium regime. Condominium Associations shall, for the purpose of this Declaration, be considered "Sub-Associations".

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. **MEMBERSHIP.** Each Sub-Association created with respect to any portion of the Property shall automatically become a Sub-Association of the Master Association upon the incorporation of the Sub-Association or Condominium Association with the Secretary of State of the State of Florida. Said membership shall be mandatory and may not be terminated by the Master Association.

Section 2. **VOTING.** The Master Association shall have one class of voting membership. Each Member shall have one vote per Residential Unit owned. If a unit is owned by more than one person or by a corporation, the Member entitled to vote on behalf of that unit shall be designated in a certificate filed with the Secretary of the Master Association. If a unit is owned by a trust, the Member entitled to vote on behalf of that unit shall be the trustee. If there is more than one trustee, then the Member entitled to vote on behalf of that unit shall be designated in a certificate filed with the Secretary of the Master Association. No such certificate shall be required if the Residential Unit is owned by husband and wife. If a voter's certificate is not on file with the Association for a Residential Unit owned by more than one person (other than husband and wife), or by a corporation, such vote shall not be considered.

ARTICLE VI

RIGHTS, DUTIES AND OBLIGATIONS

Section 1. **RIGHTS, DUTIES AND OBLIGATIONS OF THE MASTER ASSOCIATION.** The rights, duties and obligations of the Master Association shall be carried out by the Board of Governors except where specifically requiring a vote of the Members or Sub-Associations, which shall include the following:

(a) To maintain, protect, repair and replace, where appropriate, at the Master Association's expense, all portions of the Area of Common Responsibility and any improvements located thereon;

(b) To preserve and enhance the natural beauty of River Bridge and the property of the Members of this Master Association;

(c) To promote the health, safety and social welfare of the Members, Owners and residents of River Bridge;

(d) To operate, govern, administer and manage the Area of Common Responsibility;

(e) To control any modifications, alterations, improvements, additions or changes to existing Residential Units or structures containing Residential Units and the open space, if any,

- appurtenant thereto in order to preserve and maintain an integrated architectural design within the Property;

(f) To ensure compliance with the P.U.D., and to maintain all permits for the operation of the Property, of whatever nature, as required by any and all governmental entities having jurisdiction over River Bridge;

(g) To make and collect assessments, of any type, in accordance with the terms herein;

(h) To maintain and control the waterways, water control structures, lagoons, lakes and inlets in River Bridge and to comply with the requirements of the South Florida Water Management District and any other governmental entity having jurisdiction over same;

(i) To provide as it deems appropriate for private security in River Bridge, and such other services the responsibility for which has been delegated to the Master Association by the terms hereof, and to provide capital improvements and equipment related thereto as it deems appropriate on the Common Area;

(j) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment related to the health, safety, and social welfare of the Members, Owners and residents as the Board, in its discretion, determine to be necessary, appropriate and convenient;

(k) To preserve scenic assets, natural features and natural and man-made recreational areas in River Bridge to the maximum extent feasible;

(l) To oversee the general operation and maintenance of River Bridge in such a manner as to prevent substantial injury to the use and value of all or any part of River Bridge;

(m) To operate without profit for the sole and exclusive benefit of its Members and Owners;

(n) To assure that the provisions of the Declaration, provisions of the Articles of Incorporation, provisions of the Bylaws, and provisions of the Rules and Regulations as promulgated from time to time, are duly enforced;

(o) To provide adequate insurance, where obtainable at reasonable costs, for the Common Area, for the Board and Officers of the Master Association and for Committee Members. The Association shall be required to maintain insurance for its Board of Governors and Officers and for Committee Members, which cost of insurance shall be considered a common expense.

(p) To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not-for-profit under the laws of the State of Florida as those laws

now exist or as they may hereafter provide;

(q) To comply with all federal, state and local requirements concerning environmental protection, including, but not limited to, the compliance with all water quality monitoring requirements, and the maintenance of the Surface Water Management System. In the event of dissolution of the Master Association, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If it is not accepted, then the Surface Water Management System must be dedicated to a non-profit corporation similar to the Master Association;

(r) To promulgate and enforce such Rules and Regulations consistent with this Declaration, as it may deem to be in the best interest of its Members. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners and residents. Such Rules and Regulations, and all provisions, restrictions and covenants contained in this Declaration and any declarations for Sub-Associations and Declarations of Condominium for Condominium Associations, including, without limitation, all architectural and use restrictions contained herein, may be enforced by legal or equitable action of the Master Association. Sanctions for violations of Rules and Regulations may include reasonable monetary fines and suspension of the right to vote and the right to use of the Common Area. Prior to any decision to suspend voting rights or the right to use of the Common Area, or to impose a monetary penalty, the Board shall grant notice and hearing pursuant to the Bylaws. In addition, the Master Association, through the Board, may, by contract or other agreement, enforce City, County or other governmental ordinances on the Property for the benefit of the Master Association and its Members;

(s) To post motor vehicle speed limits throughout River Bridge, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "traffic regulations") for use of the Streets. A copy of all traffic regulations established hereunder and any amendments thereto shall be made available to all Owners and residents. The Master Association, through its Board of Governors, shall also have the right to establish enforcement mechanisms for violation of traffic regulations, including, without limitation, the assessment of fines which shall be collected as an individual assessment from violators, the removal of vehicles from the Property, and the right to restrict an Owner's use of the Common Area. Those who violate the traffic regulations shall be entitled to notice and hearing before the Board of Governors in accordance with Article XIV of this Declaration, prior to the imposition of any fine, the removal of any vehicle, deprivation of any rights, or the enforcement of any other penalty for violation of the traffic regulations.

The Master Association may sign a license agreement with the City's Police Department which permits the Police Department to independently enforce traffic control signs and devices within River Bridge. The City shall have the authority to enforce the traffic regulations herein described.

Section 2. **IMPLIED RIGHTS.** The Master Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or

privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 3. LIMITATION ON SPENDING.

(a) Capital Expenditures. The Association shall not spend in excess of Fifty Thousand (\$50,000) Dollars for any single capital expenditure without the approval of a majority of the Voting Members, present in person or by proxy at a duly called meeting of the Membership in which a quorum is obtained, but which majority must constitute at least thirty-three percent (33%) of the total number of Members in the River Bridge community. This limitation shall only affect capital expenditures for new improvements or new betterments to the property and shall not affect any capital expenditures as they may relate to existing improvements. This limitation shall also not affect the Master Association's required maintenance obligations, which expenditures shall not be considered capital expenditures for the purpose of this provision of the Declaration.

(b) The Association shall not acquire additional property, without the approval of a majority of the Voting Members present in person or by proxy at a duly called meeting of the Membership in which a quorum is obtained, but which majority must constitute at least thirty-three percent (33%) of the total number of Members in the River Bridge community.

ARTICLE VII

MAINTENANCE

Section 1. MAINTENANCE OF THE AREA OF COMMON RESPONSIBILITY. The Master Association shall be responsible for the maintenance and repair of the Area of Common Responsibility. Specifically, the property of the Master Association shall maintain and be responsible for shall include, but not be limited to, the following:

- (a) Such security system, guardhouse(s) and other security facilities, if any, which shall be operated and maintained for the benefit of all Members and Owners at River Bridge.
- (b) All Streets and Streetscape within the Common Area of River Bridge as shown on any plat of any portion of the Property.
- (c) The Surface Water Management System, including the littoral and buffer zones.
- (d) Landscaping within the Common Area of River Bridge.
- (e) The Clubhouse and the Recreational Facilities.

The Master Association may, in the discretion of the Board, assume the maintenance responsibility set out in any declaration or Declaration of Condominium subsequently recorded which creates any Sub-Association upon all or any portion of the Property as described in Article II of this Declaration. In such event, all costs of such maintenance shall be assessed only against those Members to whose Parcels the services are provided. The assumption of this responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of River Bridge. The provision of services in accordance with this section shall not constitute discrimination within a Sub-Association.

Section 2. **MAINTENANCE BY THE OWNER.** The responsibility of each Owner to keep their Parcel, Lot or Residential Unit in compliance with the standards promulgated by the Architectural Review Board of the Board shall be as follows:

- (a) To maintain, protect, repair and replace, at their own cost and expense, all portions of their Parcel or Residential Unit together with all Improvements, including landscaping and equipment located thereon, except any portions to be maintained, repaired and replaced by the Master Association, or Sub-Association. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners;
- (b) Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the Property which are in common view without the prior written approval of the Architectural Review Board of the Master Association, and additionally as may be required by the Condominium Association of which a Condominium Unit is a part, or of any other Association of which a Residential Unit may be a part;
- (c) To report promptly to the Master Association any defect or need for repairs, maintenance or replacements for which the Master Association, any Condominium Association, or other Sub-Association is responsible.

Section 3. **MAINTENANCE BY THE SUB-ASSOCIATIONS.** Sub-Associations shall maintain all areas and property for which they are granted maintenance responsibility by the respective Governing Documents, agreements, or otherwise.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. **INSURANCE.** The Master Association is hereby authorized to purchase insurance on the Common Area in such amounts and with such companies as the Board of Governors shall deem appropriate, which shall include a liability policy covering the Common Area. The Master Association may, but shall not be obligated to, by written agreement with any Sub-Association within the Property subject to this Declaration, assume the insurance

responsibility for that portion of the Property held by such Sub-Association or Condominium Association against loss or damage by fire or other hazards, including extended covered, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard including any additional cost required by any changes in building code.

Section 2. **REPAIR AND RECONSTRUCTION.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs thereof, the Board of Governors shall, without the necessity of a vote of the Members, levy a special assessment against all Members. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE IX

CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of, or under threat of condemnation by the Board acting on the written direction of all Members) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Master Association as Trustee for all Members to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, sixty percent (60%) of the Members of the Master Association and the Board of Governors of the Master Association shall otherwise agree, the Master Association shall restore or replace such improvement so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Governors of the Master Association.

If the taking does not involve any improvement on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board of Governors of the Master Association shall determine.

ARTICLE X

ASSESSMENTS AND LIEN

Section 1. **AUTHORITY OF MASTER ASSOCIATION.** The Master Association, through its Board of Governors, shall have the power and authority to make and collect assessments as hereinafter set forth.

Section 2. **GENERAL ASSESSMENTS.** General assessment shall be determined annually for the purpose of maintenance and management of the Master Association, the Area of Common Responsibility, and for the purpose of promoting the safety and the welfare of the Members. Without limiting the foregoing, general assessments shall be used for the payment of: operation, maintenance and management of the Master Association and the Area of Common Responsibility; operation and maintenance of the Surface Water Management System; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees; maintenance of the Streets and Streetscape; security costs; management fees; normal repairs and replacements; charges for utilities used upon the Common Area; cleaning services; expenses and liabilities incurred by the Master Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves including but not limited to reserves for pool and clubhouse repair and replacement, the cost of bulk rate cable television services, satellite or other telecommunications services, and all other expenses deemed by the Board of Governors to be necessary and proper for management, maintenance, repair, operation and enforcement.

Section 3. **BASIS AND COLLECTION OF GENERAL ASSESSMENTS.** The Master Association through its Board of Governors shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Members shall be assessed at a uniform rate. Members shall be required to pay all assessments including general assessments, special assessments, or any other assessments levied by the Master Association. Notwithstanding anything to the contrary in this Section, the Master Association may enter into agreement with Builders to assess lots owned by Builders, their successors or assigns, at a different rate.

General assessments shall be collected in advance quarterly or otherwise as the Board in its sole discretion may determine. As more fully set forth below in Section 6, general assessments as well as special assessments or any other assessments levied by the Master Association shall be collectible through the Sub-Association, which Sub-Association shall be required to turnover said funds to the Master Association in accordance with a Collection Procedure adopted and revised by the Board of Governors from time to time.

It shall be the duty of the Board, at least sixty (60) days, but no more than ninety (90) days, prior to the commencement of the fiscal year and thirty (30) days before the meeting at which the budget shall be presented to the Membership, to prepare a budget covering the estimated costs of operating the Master Association during the coming year. The budget shall include operating accounts or reserve funds as the Board deems appropriate. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Member for the following year, to be delivered to each Member at least fourteen (14) days prior to the meeting. The budget and the assessment shall become effective upon approval by a majority of the members of the Board of Governors present at a duly noticed budget meeting at which there is a quorum as defined in the Bylaws.

Section 4. **SPECIAL ASSESSMENTS.** The Master Association shall have the

power and authority to levy and collect a special assessment(s) from Members for all reasonable purposes including, but not limited to, the following: the acquisition of property by the Master Association; the cost of construction of capital improvements to the Common Area; the costs of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Governor and Officer of the Master Association. Special assessment(s) shall be collectable in such manner as the Board of Governors shall determine. If a special assessment(s) levied in any calendar year shall exceed, in the aggregate, the general assessment for the Member in that year in which the special assessment(s) begin, the special assessment which exceeds the general assessment shall require the approval of a majority of the votes of the Members of the Master Association present, in person or by proxy, at a duly convened regular or special meeting at which a quorum exists, but which majority must constitute at least thirty-three percent (33%) of the total number of Members in the River Bridge community. Special assessments shall be assessed against Members, through the Sub-Associations, consistent with the collection of general assessments.

Section 5. **EMERGENCY SPECIAL ASSESSMENTS.** The Master Association may levy an emergency special assessment when, in the sole determination of the Board of Governors, there is a potential danger of damage to persons or property. Such emergency special assessments may be used to pay for preventive, protective, or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods and fires. Emergency special assessments shall be collectable from Members in such manner as the Board of Governors shall determine.

Section 6. **EFFECT OF NONPAYMENT OF ASSESSMENTS.** [the following contains a substantial re-wording of Section 6] The Master Association is hereby granted the right to impose liens upon each and every Lot or Residential Unit and upon all appurtenances thereto and improvements thereon which liens shall secure and do secure the monies for all assessments now or hereafter levied against the Owner of such Lot or Residential Unit. Such liens shall also secure interest and any charges and late fees due and owing on any delinquent assessment as may be determined by the Board. Such liens shall also secure cost and expenses of collection, including reasonable attorneys' fees whether suit is brought or not which the association in enforcing the lien may incur.

The Master Association is hereby granted the right to accelerate the balance of the calendar year's assessment and to consolidate said balance with delinquent amount. The lien for assessments shall be a charge on the land and a continuing lien upon the Lot or Residential Unit against which each such assessment is made, and the effective date of the lien shall relate back to the recording date of the lien. In addition, each Unit Owner shall be personally liable to the Master Association for payment of all assessments attributable to their lot, of whatever nature, including interest and any charges or late fees or delinquent assessments and together with all costs and expenses of collecting such assessments, including reasonable attorneys' fees whether suit be brought or not, which may be levied by the Master Association.

6A COLLECTION RESPONSIBILITY

Each Sub-Association is given the responsibility to collect the funds for the Master Association. The Sub-Association shall collect these fees as outlined in the "Collection Procedure". The right to lien by the Master Association as outlined is hereby granted to the Sub-Association. This collection procedure is intended to consolidate all collections in the Sub-Associations. In any event, the Master Association has the right to lien only those Unit Owners who are delinquent in paying their assessment.

An assessment which is not paid when due shall bear interest from the date when due at the highest rate allowed by law per annum until paid, unless otherwise determined by the Board of Governors. In the event that the Sub-Association shall be more than fifteen (15) calendar days delinquent in the payment of any of the assessments to the Master Association, the Board of Governors may, after thirty (30) days prior written notice to the Sub-Association, declare due and payable all assessments applicable to such Lot or Residential Unit for the year in which such delinquency occurs.

Master Association assessments, including general assessments, special assessments and emergency assessments, shall be collectible as common expense by the Sub-Associations as outlined in the Collection Procedure. Said Sub-Association shall be required to pay the Master Association all collected assessments, including general assessments, special assessments, and emergency assessments, levied by the Master Association, which are attributable to the Lots and Residential Units within the said Sub-Associations.

By virtue of the Sub-Associations being subject to this Declaration, which defines the assessments levied by the Master Association as Common Expenses, each Sub-Association shall have all collection rights, including the right to impose liens upon every Lot or Residential Unit and all appurtenances thereto and improvements thereon, within their Sub-Association, which liens shall secure and do secure the monies for all assessments now and hereafter levied against the Owners of such Lot or Residential Unit. Such liens shall also secure interest and any charges and late fees due and owing on any delinquent assessments, as may be determined by the Master Association. Such lien shall also secure all costs of collection, including reasonable attorneys' fees whether suit be brought or not, which may be incurred by the Sub-Association enforcing said lien. The Sub-Association may accelerate the balance of the calendar year's assessment against a delinquent Residential Unit or Lot and the Sub-Association shall have the authority to collect said accelerated assessments.

Any Master Association assessments received by the Master Association or Sub-Association shall be applied first to any interest accrued by the Master Association or Sub-Association, then to any late fee, then to any cost and any reasonable attorney's fees incurred in collection and then to the delinquent assessment. The foregoing shall be applicable notwithstanding to any restrictive endorsements, designation, or instruction placed on or accompanying a payment.

6B THE AUTHORITY OF THE MASTER ASSOCIATION

It is the intention of this provision to provide the Master Association with the authority to assess each individual Lot throughout River Bridge. Notwithstanding the intent of this Section 6 of Article X which requires the Sub-Association to collect the Master Association assessments from the owners of the Lots and Residential units within their Sub-Associations, and to provide Sub-Associations with the rights of collections, including the right to file liens against the individual Lots or Residential Units, which authority is set forth herein, the Master Association shall have the authority, but not the obligation to collect delinquent assessments, directly from the individual Lot or Residential Unit Owner.

If an individual Lot or Residential Unit Owner is delinquent in paying a quarterly assessment, the Sub-Association shall still be obligated to pay that quarterly assessment to the Master Association. If the Sub-Association, after making every reasonable effort as set forth in the Collection Procedure, is unable to collect the Master Association assessments from any of its individual Lot or Residential Unit Owners, the Sub-Association shall not be responsible for any portion of the uncollectible assessments and the Master Association shall reimburse the Sub-Association for the quarterly assessment paid, which shall be paid at the time that the delinquent Unit again begins to pay assessments to the Sub-Association. If the Sub-Association does not follow the Collection Procedure, the Sub-Association shall be responsible to pay the Master Association all sums owed.

If the Sub-Association follows the Collection Procedure and collects less than the total amount owed to the Master Association and Sub-Association, the amounts collected shall be shared equally between the Master Association and the Sub-Association. If the Master Association's share is less than the quarterly assessment already paid by the Sub-Association, the Master Association shall reimburse the Sub-Association in an amount equal to the quarterly assessment less one half of the amount collected by the Sub-Association.

The Sub-Association shall remit all past due monies collected from the delinquent individual Lot or Residential Unit Owner upon receipt thereof. Further, if the Sub-Association follows the Collection Procedure, the Master Association shall share equally with the Sub-Association in payment of the uncollected legal costs directly attributable to the Sub-Association's efforts to make such collection.

If a Sub-Association pays in accordance with the Collection Procedure, the Master Association can lien the members who are actually delinquent. Should the Sub-Association fail to pay the Master Association all or any part of its due payment, or fail to notify the Master Association of delinquent Member(s), the Master Association shall notify all Members of the delinquent Sub-Association in writing and provide each Member of the Sub-Association the opportunity to remit their payment directly to the Master Association prior to the Master Association filing any liens.

Section 7. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST

RTGAGE. The lien for assessments shall be subordinate and inferior to any recorded Institutional First Mortgage. Notwithstanding anything stated to the contrary in this Article X, a first mortgagee, or its successor in interest, that acquires title to a residential parcel or condominium unit by foreclosure or acceptance of a deed in lieu of foreclosure, shall be responsible for and pay assessments that accrued against the residential parcel or unit in such amount as is required by Florida Statutes, Section 720.3085 and as such statute may be amended or re-numbered from time to time.

Section 8. EXEMPT PROPERTY. The Board of Governors shall exempt the following property in River Bridge from general, special and emergency special assessments, charges and liens created herein if such property is used, and so long as such property is used for the purposes set forth in this Declaration. Nothing contained herein shall exempt the properties described in this Section from assessments for maintenance, as provided in Article VII of this Declaration. The following property is property for the benefit of all Members and residents and shall be exempt from general, special and emergency special assessments, and charges and liens related thereto. Costs related to these properties shall be included in the assessments made to the Members:

(a) Any easements or other interests therein dedicated and accepted by a public authority and dedicated to public use.

(b) The Common Area.

(c) To the extent agreed to by the Board of Governors, all River Bridge property which is exempt from ad valorem taxation by the laws of the State of Florida.

ARTICLE XI

ARCHITECTURAL STANDARDS

The Board of Governors shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Board ("ARB") created in this Article XI. Additionally, the Board is empowered to take specific action to enforce the provisions of this Article in accordance with Article XIV of the Declaration.

Section I. ARCHITECTURAL REVIEW BOARD. The Architectural Review Board ("ARB") shall consist of at least three (3) members. The ARB shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto and any other improvements made upon the Property, and as to new construction the ARB shall have jurisdiction, subject to final review by the Board of Governors; provided, however, that the ARB may delegate this authority, subject to the ARB's final review, to the appropriate board or committee of any Sub-Association subsequently created or subsequently subjected to this Declaration, so long as the ARB has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the ARB. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the ARB.

Subject to review by the Board of Governors, the ARB shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following guidelines shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, new construction plans, or alterations, shall be submitted to the ARB for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's residence, or to paint the interior of the Owner's residence any color desired. In the event that the ARB fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Notwithstanding any provision to the contrary in this Declaration, the Articles of Incorporation and Bylaws, any reference to a Modifications Committee ("M.C.") shall be deemed a reference to the Architectural Review Board ("ARB").

ARTICLE XII

TRANSFER OF OWNERSHIP

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, transfer of a Parcel or a Residential Unit within a Parcel by any Member shall be subject to the following provisions, which provisions each Member and Owner covenants to observe:

Section 1. NOTICE TO THE MASTER ASSOCIATION. A Member or Owner intending to make a bona fide sale of their Parcel or Residential Unit, or any interest therein, shall give to the Master Association, with a copy to the Sub-Association to which he belongs, notice of such intention, in writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Master Association may reasonably require. The Master Association shall have the right to charge the Member a fee not to exceed fifty (\$50.00) dollars for the processing of this information.

Section 2. EXCEPTIONS. The foregoing provision of this Article shall not apply to an institutional first mortgage that acquires its title as the result of owning a mortgage upon the Parcel or Residential Unit concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, their successors, assigns, or through foreclosure. Neither shall such provisions apply to a purchaser who acquires title to a Parcel or Residential Unit at a duly advertised public sale with an open bidding provided by law, such as, but not limited to, execution, sale, foreclosure sale, judicial sale, or a tax sale.

Section 3. DELEGATION OF AUTHORITY. The Master Association may

delegate its rights as set forth under the terms of this Article to the Sub-Association of the Parcel in which a Residential Unit being transferred is located.

ARTICLE XIII

PROHIBITED ACTIVITIES

Section 1. GENERAL. Nothing shall be done on or in any Parcel or Residential Unit which may be or may become an annoyance to the Master Association or to any of its Members, or to the Owners and residents of River Bridge. In the event of any question as to what may be or may become an annoyance, such question shall be submitted to the Board of the Master Association for a decision in writing. The decision of the Master Association shall be final.

Section 2. ANIMALS. Under no circumstances shall animals be permitted within the Common Area of River Bridge, unless in a section of the Common Area expressly designated for their use by the Board. The Board may from time to time adopt rules regarding animals.

Section 3. COMMERCIAL ACTIVITIES. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto as are more particularly defined in the Residential Use Guidelines for River Bridge, except as may be authorized by the Board of Governors in connection with the promotion and sale of Residential Units and Parcels at River Bridge, or as may be permitted under the P.U.D. Agreement.

Section 4. MOTOR BOATS AND SWIMMING. All motor boats and other motor powered vehicles shall be expressly prohibited for use in the waterways at River Bridge, excepting those which are electrically powered. There shall be no swimming in the waterways at River Bridge.

Section 5. PARKING. [The following contains a substantial re-wording of Article XIII, Section 5.] All boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, golf carts, motor bikes, pickups (any vehicle with an open bed, regardless of classification by any entity) or similar vehicles, or commercial vehicles (the commercial nature of the vehicle shall be determined by the Board of Governors and may include, but not be limited to, any commercial lettering, vehicles used to carry supplies, tools, equipment, merchandise, or materials, or other criteria adopted by the Board of Governors), or trailers, whether of a recreational nature or otherwise (collectively, "Prohibited Vehicles"), are expressly prohibited from being parked throughout River Bridge, except as noted below. If there is any question as to a vehicle's classification, the Board of Governors shall make a final determination.

Prohibited Vehicles may be parked in connection with permitted construction and repairs or for delivery purposes between the hours of 7:00 a.m. and 7:00 p.m.

Four wheel passenger vehicles such as sport utility vehicles (SUV's), passenger vans

(multi-use vehicles), which have windows on all sides and front and back seats are not Prohibited Vehicles under this Article.

At all times, Prohibited Vehicles shall not be parked in any of the Common Areas, Streets and Streetscapes, including, but not limited to River Bridge Boulevard, Land End, Meadowlake Drive and Arbor Lake Road, or within any Sub-Association and on any lot within said Sub-Association except that these vehicles may be kept upon the property if parked or stored within a residential unit (garage) or as permitted below in any Sub-Association where there are no garages.

Each individual Sub-Association which units have garages shall establish rules governing the parking of pick-ups on individual lots and on common area within the Sub-Association. A pick-up shall be defined by the Sub-Association and Sub-Associations shall make no other exception for any other prohibited vehicle. Except for pick-ups governed by Sub-Association rules, all other Prohibited Vehicles may be kept in River Bridge if parked or stored within a residential unit garage if the Sub-Association's governing documents provide said authority. Absent said authority in the Sub-Association's governing documents, these vehicles shall be prohibited from parking on the Sub-Association's property or lots.

In cases of special needs, Prohibited Vehicles may be permitted to park, for temporary periods, in areas as may be designated, from time to time, by the Board of Governors. Said permission shall be authorized by the Property Manager.

In the event that a Sub-Association's restrictions are less restrictive than the restrictions set forth in this Article, the restrictions in this Article shall supercede and prevail over the Sub-Association's restrictions.

Any vehicle parked in violation of the terms of this Article may be towed at the vehicle owner's expense.

In any Sub-Association where there are no garages or areas where vehicles may be hidden from view, the Sub-Association's Board of Directors may promulgate reasonable rules and restrictions for the types of Prohibited Vehicles and parking of said Prohibited Vehicles which best suits the interest of their community which rules and restrictions receive approval by the Board of Governors. However, under no circumstance may such Sub-Associations permit commercial vehicles other than in connection with permitted construction and repairs or for delivery purposes between the hours of 7:00 a.m. and 7:00 p.m.

Section 6. **ANTENNA AND SATELLITE DISHES.** No antenna or aerial or satellite dish shall be placed on or affixed to any Lot, Unit or Parcel, except as permitted by law. The Master Association shall have authority to promulgate rules, policies and procedures which are in conformance with applicable law.

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give to the Master Association and/or any aggrieved Members or Owners, jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants, and/or to prevent the violation or breach of any of them. The expense of such legal action, whether litigation is instituted or not, shall be borne by the then Owner, Member, or Sub-Association, which is the subject of the legal action. Expenses of legal action shall include, but not be limited to, reasonable attorney's fees incurred by the party or parties in seeking such enforcement. The Board may impose an individual assessment against the Owner, Member, or Sub-Association for the expenses of legal action.

The Board may impose an individual assessment on any Member, Owner or Occupant of a Parcel or Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member, Owner or occupant for all expenses incurred by the Master Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee, employee or agent of a Member or Owner causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member or Owner shall be deemed to have caused such damage. Any individual assessment levied in accordance with this Section shall be a personal obligation of the Member or Owner and shall constitute a lien against its Parcel or Residential Unit until paid. Such individual assessments shall be collectible as an assessment in accordance with this Declaration.

In addition to the foregoing right, the Master Association shall have the right, whenever there shall have been built on any Parcel or Residential Unit any structure or improvement which is in violation of these restrictions, to enter in and upon the said Parcel or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member or Owner. Entry and abatement may be made only after the Master Association has complied with the requirements of Section 4 of this Article. If the Master Association determines that a violation of these restrictions exists, entry and abatement or removal shall not be deemed a trespass easement by the Member or Owner being hereby granted.

The Board shall have the authority to impose fines upon any Owner, Member, Sub-Association, or occupant who violates the terms of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations which are promulgated from time to time, as same may be established. The imposition of fines shall only be made in accordance with the terms of Section 4 of this Article.

In the event of breach of any of the covenants and restrictions contained in this Declaration, after compliance with the requirements of Section 4 of this Article, in addition to all other remedies provided herein, the Master Association shall be entitled to purchase any Parcel

or Residential Unit from any Owner violating said covenants and restrictions at the then fair market value of the Parcel or Residential Unit but excluding the value of any improvements which have not been approved by the ARB of the Master Association, as may be agreed upon by the parties or the value arrived at by a bona fide appraisal in the event of a dispute. In the event the parties are unable to agree to the fair market value of the Parcel or Residential Unit, then each shall be entitled to have an appraiser. The two appraisers shall then select a third appraiser. The fair market value of the Parcel or Residential Unit, as determined by three appraisers, shall be the amount for which the Master Association purchases the Parcel or Residential Unit.

Section 2. **WAIVER AND FAILURE TO ENFORCE.** Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce such covenant as to the breach or violation. Failure to enforce same shall not give rise to any liability on the part of the Master Association with respect to parties aggrieved by such failure.

Section 3. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. **PROCEDURES TO BE FOLLOWED IN THE EVENT OF VIOLATION OF COVENANTS OF THIS DECLARATION, THE ARTICLES OF INCORPORATION, THE BYLAWS, AND THE RULES AND REGULATIONS AS PROMULGATED FROM TIME TO TIME, AS IT RELATES TO THE LEVYING OF A FINE.** The Master Association shall not impose a fine (a late charge does not constitute a fine) against a Sub-Association, Member or Member's tenants, guests, or invitees, or both, or suspend for a reasonable period of time, the rights of a Member or Member's tenants, guests, or invitees, or both, to use the common areas and facilities for the violation of the terms and covenants of this Declaration, Articles of Incorporation, Bylaws or any Rules and Regulations which may be promulgated by the Master Association unless and until the procedures as set forth below, are followed. The Master Association may suspend the voting rights of a Member for the non-payment of regular annual assessments that are delinquent in excess of 90 days. The procedures as set forth below, do not apply to the imposition of suspensions or fines upon any Member or Sub-Association because of the failure of the Member or Sub-Association to pay assessments or other charges when due.

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served by the Board or its authorized delegate upon the Sub-Association, Member, Owner or occupant allegedly in violation which shall specify:

(i) The alleged violation;

- (ii) The action required to abate the violation; and
- (iii) A time period, of not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any such violation is a continuing one, or a statement that any further occurrence of the same violation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the Sub-Association, Member, Owner or occupant allegedly in violation with written notice of a hearing to be held by the Covenants Compliance Committee. The notice shall specify:

- (i) The nature of the alleged violation;
- (ii) The date of the demand letter with a copy enclosed;
- (iii) The time and place of the hearing, which time shall not be less than fourteen (14) days from the date of the notice;
- (iv) An invitation to attend the hearing and produce any statement, evidence and witnesses on its behalf; and
- (v) The proposed sanction to be imposed.

(c) Hearing. The hearing shall be held by the Covenants Compliance Committee pursuant to the notice and shall afford to the Sub-Association, Member, Owner or occupant reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the copy of the notice together with a statement of the date and manner of delivery is entered by the Officer, Governor, or agent who delivered such notice. Delivery in U. S. mail shall be presumed to be good delivery. The notice requirement shall be deemed satisfied if the Sub-Association, Member, Owner or occupant allegedly in violation appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed.

(d) Fines. Any fine levied pursuant to this Article XIV shall be deemed an individual assessment and collectible in the manner of collecting assessments pursuant to this Declaration.

ARTICLE XV

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders of Institutional First Mortgages on Residential Units or Parcels within River Bridge. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws of the Master Association.

Section 1. **NOTICES OF ACTION.** A holder, insurer, or guarantor of an Institutional First Mortgage, which provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number or Street Address of the mortgaged premises), thereby becoming an "eligible holder," will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Residential Unit or Parcel on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit or Parcel subject to the Institutional First Mortgage or such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of an Institutional First Mortgage, upon request, is entitled to written notice from the Master Association of any default in the performance by an Owner of a Residential Unit or Parcel of any obligation under the Declaration or Bylaws of the Master Association which is not cured within sixty (60) days:

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or

(d) any proposed action which would require the consent of a specified percentage of holders of Institutional First Mortgages.

Section 2. **FEDERAL HOME LOAN MORTGAGE CORPORATION**
PROVISION. So long as required by the Federal Home Loan Mortgage Corporation (the Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the institutional first mortgages of Owners, or two-thirds (2/3) of the Owners give their consent, the Master Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer a material portion of the Common Area which the Master Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Member;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area (the issuance and amendment of architectural standards and procedures and regulations and use restrictions under Articles XI and XIII hereof shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) fail to maintain fire and extended coverage insurance, as may be required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in Article XV, Section 2, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

Institutional first mortgages of Owners may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and Institutional first mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

ARTICLE XVI

INDEMNIFICATION OF GOVERNORS, OFFICERS AND COMMITTEE MEMBERS

Every Governor and/or Officer of the Master Association and committee members, shall be indemnified by the Master Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Governor, Officer, or committee member, whether or not he or she is a Governor, Officer, or committee member at the time such expenses are incurred, except in such cases where the Governor, Officer, or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Governor, Officer, or committee member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Governors approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to, but not exclusive of all other rights to which such Officer, Governor, or committee member may be entitled. This obligation shall be funded by Directors and Officers liability insurance as is reasonably available wherever possible.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. AMENDMENT. This Declaration may be amended in the following manner:

An amendment to the Declaration or By-Laws initiated by the Board of Governors or by the Members at a special members' meeting called pursuant to the Bylaws, must obtain the approval of at least a majority of the votes of those Members present in person or by proxy at a duly called meeting of the membership in which a quorum has been obtained, but which majority must constitute at least thirty-three percent (33%) of the total number of Members in the River Bridge community.

Any amendment to the By-Laws approved by the Members cannot be altered or modified by the Board of Governors for at least two (2) years from the date the amendment is recorded in the Public Records of Palm Beach County, Florida.

Amendments to this Declaration or By-Laws may also be approved by written consent in lieu of a meeting upon the approval in writing of a majority of all votes of the Members.

Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

An amendment to this Declaration may specify that such amendment is deemed to apply and be effective only as to specifically designated Parcels, provided that at least fifty-one percent (51%) of the Owners of the Parcels so affected consent thereto and join in any such amendment; and, in such event, said amendment shall be effective only as to such parcels and shall have no effect as to the balance of the Property subject to this Declaration. In the event an amendment is enacted which affects only specific Parcels and not all the Property subject to this Declaration, such amendment may not be further amended at a later time unless the written consent and joinder thereto is obtained by at least fifty-one percent (51%) of the owners of the affected Parcels, unless otherwise provided in such amendment.

Whenever two or more proposed amendments to the Declaration of Protective Covenants and Restrictions, the Articles of Incorporation, or the By-Laws, (when appropriate) are presented to the Members for approval, the amendments shall be presented such that the Members can vote on each proposed amendment as a separate item. The Board of Governors, by a majority vote, may group certain amendments together if necessary to ensure that provisions remain consistent with each other.

Any proposed amendment to the Declaration of Protective Covenants and Restrictions, By-Laws, or the Articles of Incorporation which require Member approval must be presented to the Members between the dates of January 1st and April 30th, unless at least seventy-five percent (75%) of the Board of Governors determines otherwise.

Section 2. **ASSIGNMENT.** All of the rights, powers, obligations, easements and estates reserved by, or granted to, the Master Association, or the Sub-Association(s) may be assigned by, the Master Association, or the Sub-Association(s), respectively, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were, the Master Association, the Sub-Association(s) prior to the assignment, and, the Master Association, and/or the Sub-Association(s) shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates arising after such an assignment.

Section 3. **OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING RIVER BRIDGE.** Every Owner, by virtue of their acceptance of the deed of conveyance to their Parcel or Residential Unit and other parties by virtue of their occupancy or use of any part of the Property, hereby approve all of the terms and conditions, duties and obligations contained in this Declaration and in the Articles and Bylaws of the Master Association, all as amended from time to time.

Section 4. **HEADINGS.** The headings contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument.

Section 5. **RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENT REGULATIONS.** Where the covenants and restrictions set forth in this Declaration impose minimum standards in excess of government building or zoning regulations, these covenants and restrictions shall prevail.

Section 6. **EFFECTIVE DATE OF THIS DECLARATION.** This Declaration shall become effective upon its recordation in the Public Records of the County, and shall be construed in accordance with the laws of the State of Florida.

Section 7. **DISCLAIMER AND LIMITATION OF LIABILITY AS TO SECURITY SYSTEM.** Each owner for himself, his heirs, successors and assigns acknowledges, understands and agrees that: the master association, all Sub-Associations, their Affiliates, Successors, Assigns, Directors, Officers and Employees do not guarantee or warrant, expressly or impliedly, the merchantability or fitness for use of any security system or services, or that any such system or services will prevent intrusions, fires or other occurrences, or the consequences of such occurrences, regardless of whether or not the system or services are designed to monitor same; and every owner or occupant of any parcel or residential unit within the Property serviced by such security system acknowledges and agrees that the Master Association, all Sub-Associations, their Affiliates, Successors, Assigns, Directors, Officers, Employees are not insurers of the Owners' or Occupants' property or of the property of others located on the premises and that they shall not be liable to any person, for loss or damage to 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) any failure of an 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, including any consequential, incidental, special, direct, or indirect damages, whether based on contract, tort,

strict liability or any other legal theory, other than those expressly set forth in this section.

In any event that either any, or all of the Master Association, all Sub-Associations, their affiliates, successors, assigns, directors, officers, employees is or are found to be liable for loss or damage due to a failure on its part, or on the part of the security system, liability to any person shall be limited to a sum not exceeding \$350.00, it being understood and agreed that the ascertainment of actual damages derived from such occurrences are difficult and impractical to determine with certainty. The provisions of this section shall apply in the event of injury, loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or lack of performance of the security system, or from negligence, active or otherwise, or intentional conduct of, the Master Association, all Sub-Associations, their affiliates, successors, assigns, Directors, Officers, or employees.

ARTICLE XVIII

TERM

All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five (75%) percent of the votes of the Members then existing has been recorded, agreeing to change or terminate these covenants and restrictions.

This instrument prepared by:

Scott A. Stolloff, Esquire

DICKER, KRIVOK & STOLOFF, P.A.

1818 Australian Avenue South

Suite 400

West Palm Beach, Florida 33409

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CHAPTER 720
HOMEOWNERS' ASSOCIATIONS

PART I

GENERAL PROVISIONS
(ss. 720.301-720.315)

PART II

DISCLOSURE PRIOR TO SALE OF RESIDENTIAL PARCELS
(ss. 720.401, 720.402)

PART III

COVENANT REVITALIZATION
(ss. 720.403-720.407)

PART I

GENERAL PROVISIONS

BUDGETS.—

- (a) The association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the association for recreational amenities, whether owned by the association, the developer, or another person. The association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the member within the time limits set forth in subsection (5).
- (b) In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the association is responsible. If reserve accounts are not established pursuant to

(7) FINANCIAL REPORTING.—Within 90 days after the end of the fiscal year, or annually on the date provided in the bylaws, the association shall prepare and complete, or contract with a third party, for the preparation and completion of, a financial report for the preceding fiscal year. Within 90 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall, within the time limits set forth in subsection (5), 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. Financial reports shall be prepared as follows: