



This instrument prepared by and)
should be returned to:)

INSTR 20070755486
OR BK 09509 PG 0504 PGS=3
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
11/16/2007 11:08:37 AM
REC FEE 27.00

Elizabeth A. Lanham-Patrie, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)

CROSS REFERENCE:)
Official Records Book 6690, Page)
1709 of the Public Records of Orange)
County, Florida)

CERTIFICATE OF
FIRST AMENDMENT TO
BYLAWS OF
RIVERSBEND ESTATES OF ORANGE COUNTY
HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY that the following language amending Article III, Section 6, Article IV, Sections 1, 2 and 6 and Article VII, Section 5(c) constitutes the **First Amendment** to the Bylaws of Riversbend Estates of Orange County Homeowners Association, Inc., which was originally recorded as Exhibit "C" to the Merged, Restated & Amended Declaration of Covenants and Restrictions of Riversbend Estates and Riversbend Unit II at Official Records Book 6690, Page 1709 of the Public Records of Orange County, Florida. This **First Amendment** was duly and properly adopted by the Board of Directors at a meeting on NOVEMBER 1, 2007 pursuant to Article IX of the Bylaws.

Article III, Section 6 is hereby amended as follows:

Section 6 - Proxies. At all meetings of Members, each Member may vote in person or by Limited proxy. **No general proxies shall be permitted. Such Limited Proxies may be used to establish a quorum and to vote on all matters for which the membership is entitled to vote.** All Limited proxies shall be in writing and filed with the Secretary of the Association. **All such proxies are in effect only for the specific meeting for which it was originally given and any lawful adjournment thereof, and automatically expire ninety (90) days after the date of the meeting for which it was originally given.** Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

Article IV, Sections 1, 2, and 6 and hereby amended as follows:

Section 1 - Number. The affairs of the Association shall be managed by a Board of Directors of ~~not less than three (3) nor more than seven (7)~~ directors, who ~~need not~~ **must** be Members of the Association.

Section 2 - Term of Office. Each director shall serve for a term of one (1) year or until his successor has been duly elected. Beginning with the 2008 election of Directors, the terms of office shall consist of staggered one (1) and two (2) year terms, as follows: The four (4) persons receiving the highest number of votes in the 2008 election shall serve a two (2) year term. The remaining three (3) persons elected in 2008 shall serve a one (1) year term. If two (2) or more directors receive the same number of votes, then a majority of the newly elected Board will determine which director shall serve the two (2) year term and which director shall serve the one (1) year term. Thereafter, all Directors shall serve for terms of two (2) years each. The term of each Director's service shall extend until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

...

Section 6 - Election. Election to the Board of Directors shall be by ~~secret~~ written ballot. All nominees shall be included on the ballot and each Member, or their proxy, as provided in Article III, Section 6 herein, shall receive one (1) ballot for each vote they are entitled to cast pursuant to the Declaration. Each ballot shall be voted for as many candidates as there are vacancies to be filled on the Board. The candidate receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If the number of nominees does not exceed the number of vacancies on the Board, then all nominees shall be deemed elected to the Board and there shall be no need to vote.

Article VII, Section 5 (c) is hereby amended as follows:

Section 5 - Duties. The duties of the officers are as follows:

...

- (c) Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; ~~shall sign all checks of the Association;~~ shall keep proper books of account; shall cause an annual review of the Association's books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board and the Members.

All checks of the Association shall be signed by two officers or one officer and a management representative designated by the Board, provided, however, that the Board may authorize such management representative to sign checks up to a fixed amount to be determined by the Board, subject to such restrictions as the Board may determine.

Executed at Orlando (city), Orange County, Florida, on this the TH day of Nov, 2007.

Signed, sealed and delivered in the presence of:

**RIVERSBEND ESTATES OF
ORANGE COUNTY HOMEOWNERS
ASSOCIATION, INC.**

James L. Johnson
Printed Name: James L. Johnson

Norma I. Quezada
Printed Name: Norma I. Quezada

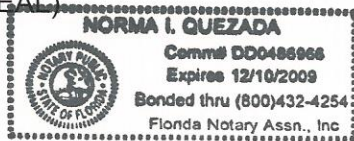
By: Philip Lakota
Printed Name: PHILIP LAKOTA
Title: President
Address: 4424 LITTLE WATER ST.
ORLANDO, FL. 32817

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of November, 2007, by Philip Lakota, as President of **RIVERSBEND ESTATES OF ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She [☒] is personally known to me or [☐] has produced N/A as identification.

(NOTARY SEAL)



Norma I. Quezada
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Norma I. Quezada
Commission No.: DD0486966
Commission Expires: 12/10/2009

Rbe001 cert2



This instrument prepared by and
should be returned to:

Robert L. Taylor, Esquire
TAYLOR & CARLS, P.A.
850 Concourse Parkway South
Suite 105
Maitland, Florida 32751
(407) 660-1040

INSTR 20020589252
OR BK 06690 PG 1675
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
12/04/2002 03:50:37 PM
REC FEE 190.50

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF RIVERSBEND ESTATES
(Official Records Book 4671, Page 2335)**

AND

**DECLARATION OF COVENANTS
AND RESTRICTIONS OF RIVERSBEND UNIT II
(Official Records Book 4894, Page 601)**

THIS IS TO CERTIFY that attached as Exhibit "A" is a true and correct copy of the **MERGED, RESTATED & AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVERSBEND ESTATES AND RIVERSBEND UNIT II** which amends and supersedes both the "Declaration of Covenants and Restrictions of Riversbend Estates", as recorded at Official Records Book 4671, Page 2335 on December 22, 1993 and the "Declaration of Covenants and Restrictions of Riversbend Unit II", as recorded at Official Records Book 4894, Page 601 on May 19, 1995, both being in the Public Records of Orange County, Florida.

The attached document was duly and properly adopted pursuant to the provisions of Article VIII, Section 1 of the "Declaration of Covenants and Restrictions of Riversbend Estates" and Article VII, Section 1 of "Declaration of Covenants and Restrictions of Riversbend Unit II" on October 3, 2002.

Executed at 20 N. Orange Ave, Orlando, Orange County, Florida, on this the 15th day of November, 2002.

Signed, sealed and delivered

in the presence of:

[Signature]
Signature of Witness
William T Nixon

Print Name
Melanie Lehman

[Signature]
Signature of Witness
William T Nixon

Print Name
Melanie Lehman

RIVERSBEND ESTATES OF ORANGE COUNTY
HOMEOWNERS ASSOCIATION, INC.

By: Dana H Jones
Print Name: Dana H. Jones

President
Address: 11655 Swift Water Cir.
Orlando, FL 32817

Attest: [Signature]
Print Name: Linda Colvard Dorian

Secretary
Address: 11438 Swift Water Cir.
Orlando, FL 32817

(CORPORATE SEAL)

Signed, sealed and delivered

in the presence of:

[Signature]
Signature of Witness
William T Nixon

Print Name
Melanie Lehman

[Signature]
Signature of Witness
Barbara Shingles
Print Name

RIVERSBEND UNIT II OF ORANGE COUNTY
HOMEOWNERS ASSOCIATION, INC.

By: Acan Q. Shamblin
Print Name: Acan Q. Shamblin

President
Address: 11501 Swift Water Cir
Orlando, FL 32817

Attest: [Signature]
Print Name: Sune S. Wilkins

Secretary
Address: 11463 Swift Water Circle
Orlando, FL 32817

(CORPORATE SEAL)

Sworn to and subscribed before me this 20 day of Nov, 2002
by Sune S. Wilkins
[Signature]
Signature of Notary Public

Notary's Name, Printed, Stamped or Typed
Personally Known or Produced ID or
Type of ID produced FC State



STATE OF FLORIDA
COUNTY OF Orange

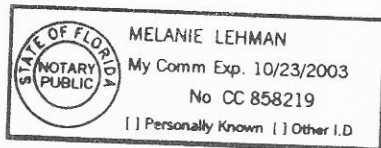
THE FOREGOING INSTRUMENT was acknowledged before me this 1st day
of November, 2002, by Dana H. Jones
PRESIDENT, LINDA DORIAN

and _____ who ☐ are personally known to
me to be the President and Secretary, respectively, of **RIVERSBEND ESTATES OF ORANGE
COUNTY HOMEOWNERS ASSOCIATION, INC.** or ☒ have produced _____

FL Driver License

(type of identification) as identification. They acknowledged executing this document in the
presence of two subscribing witnesses freely and voluntarily under authority duly vested in them
by said corporation and that the seal affixed thereto is the true corporate seal of said
corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 1st
day of November, 2002.



Melanie Lehman
Notary Public-State of Florida
Print Name: Melanie Lehman
Commission No.: CC 858219
My Commission Expires: 10/23/03

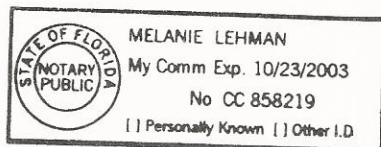
STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day
of November, 2002, by Alan Q. Shumlin

and _____ who ☒ are personally known to
me to be the President and Secretary, respectively, **RIVERSBEND UNIT II OF ORANGE
COUNTY HOMEOWNERS ASSOCIATION, INC.**, or ☐ have produced _____

(type of identification) as identification. They acknowledged executing this document in the
presence of two subscribing witnesses freely and voluntarily under authority duly vested in them
by said corporation and that the seal affixed thereto is the true corporate seal of said
corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 1st
day of November, 2002.



Melanie Lehman
Notary Public-State of Florida
Print Name: Melanie Lehman
Commission No.: CC 858219
My Commission Expires: 10/23/03

RECORD: \$ _____

This instrument prepared by and to be
Returned to:

Robert L. Taylor, Esquire
TAYLOR & CARLS, P.A.
850 Concourse Parkway South, Suite 105
Maitland, Florida 32751
407-660-1040

**MERGED, RESTATED & AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS OF RIVERSBEND
ESTATES AND RIVERSBEND UNIT II**

_____, 2002.

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MERGED, RESTATED & AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF RIVERSBEND ESTATES
AND
RIVERSBEND UNIT II

THIS MERGED, RESTATED & AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVERSBEND ESTATES AND RIVERSBEND UNIT II is hereby made this _____ day of _____ 2002.

WITNESSETH

WHEREAS, on November 4, 1993, McRouse Commerce Corner Partners and McRouse Commerce Corner Partners II, Florida general partnerships executed that certain instrument entitled Declaration of Covenants and Restrictions of Riversbend Estates ("Riversbend Estates Declaration"), which document was recorded on December 22, 1993 at Official Records Book 4671, Page 2335, Public Records of Orange County, Florida, and

WHEREAS, the Riversbend Estates Declaration encumbered that property known as RIVERSBEND UNIT 1 recorded in Plat Book 32 Pages 46-48, Public Records of Orange County, Florida ("Riversbend Estates"), and

WHEREAS, the community association that was created to operate and control Riversbend Estates is known as Riversbend Estates of Orange County Homeowners Association, Inc., a not-for-profit Florida corporation, and

WHEREAS, on April 24, 1995, Landmark Building & Construction, Inc. executed that certain instrument entitled Declaration of Covenants and Restrictions of Riversbend Unit II ("Riversbend Unit II Declaration"), which document was recorded on May 19, 1995 at Official Records Book 4894, Page 601, Public Records of Orange County, Florida, and

WHEREAS, the Riversbend Unit II Declaration encumbered that property known as RIVERSBEND UNIT II recorded in Plat Book 34 Pages 91, Public Records of Orange County, Florida ("Riversbend Unit II"), and

WHEREAS, the community association that was created to operate and control Riversbend Unit II is known as Riversbend Unit II of Orange County Homeowners Association, Inc., a not-for-profit Florida corporation, and

WHEREAS, Riversbend Estates and Riversbend Unit II are located geographically such that it is impossible to distinguish one from the other, and

WHEREAS, because Riversbend Estates and Riversbend Unit II each have their own Declaration and each have their own community association, it results in the inefficient operation of both of those developments, and

WHEREAS, the Riversbend Unit II Declaration actually anticipated that it would be

merged into and become part of Riversbend Estates as follows:

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

SECTION 5. Unit I of Riversbend (that development to the west of subject property) is governed by The Declaration of Covenants and Restrictions of Riversbend as recorded among the Public Records of Orange County, Florida in Official Records Book 4671, Page 2335. In the event the Association of Unit I of Riversbend desires to annex the members of subject property (Riversbend Unit II) this shall be done at the sole discretion of said Association for Unit I only after the Class B membership ceases to exist.

WHEREAS, the owners of lots in both Riversbend Estates and in Riversbend Unit II have now agreed that it is in their best interest to completely merge these two developments so that all lots will be bound by the same Declaration and be subject to the same community association.

NOW THEREFORE, in consideration of premises and covenants herein contained, the owners of all lots in Riversbend Estates and Riversbend Unit II declare that the real property described as the Subject Property in Article 2 is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this MERGED, RESTATED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVERSBEND ESTATES AND RIVERSBEND UNIT II (hereinafter "Declaration"), as the same may from time to time be amended in the future, and that such covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the Subject Property as defined herein, including their heirs, personal representatives, successors and assigns.

This MERGED, RESTATED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVERSBEND ESTATES AND RIVERSBEND UNIT II (hereinafter "Declaration") in specifically and completely supersedes and replaces the Declaration of Covenants and Restrictions of Riversbend Estates ("Riversbend Estates Declaration"), which document was recorded on December 22, 1993 at Official Records Book 4671, Page 2335 and the Declaration of Covenants and Restrictions of Riversbend Unit II ("Riversbend Unit II Declaration"), which document was recorded on May 19, 1995 at Official Records Book 4894, Page 601, both being in the Public Records of Orange County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration unless the context shall otherwise prohibit, shall have the following meanings:

- a. "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors and described in Article V hereof.
- b. "Articles of Incorporation" shall refer to the Articles of Incorporation of RIVERSBEND Estates of Orange County Homeowners Association, Inc, the Association as defined below. A true and correct copy of the Articles of Incorporation are attached hereto as Exhibit "B".
- c. "Association" shall mean and refer to RIVERSBEND Estates of Orange County Homeowners Association, Inc., a not-for-profit Florida corporation, which Association is the resulting corporation by merger with RIVERSBEND Unit II of Orange County Homeowners Association, Inc.
- d. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.
- e. "By-Laws" shall refer to the By-Laws of RIVERSBEND Estates of Orange County Homeowners Association, Inc, the Association as defined above. A true and correct copy of the By-Laws are attached hereto as Exhibit "C".
- f. "Common Properties" or "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association, or tracts of land or improvements which the Association undertakes or is required to maintain. Without limitation, the term "Common Properties" or "Common Property" shall include "Tract A", "Tract B" and "Tract C" of Riversbend UNIT 1 recorded in Plat Book 32 Pages 46-48 and "Tract B" of RIVERSBEND UNIT II recorded in Plat Book 34 Pages 91, both being in the Public Records of Orange County, Florida. The terms "Common Properties" or "Common Property" shall also include any personal property acquired by the Association and any real property upon which the Association has accepted an easement for maintenance, together with any improvements thereon.
- g. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions, together with any supplements or amendments thereto.
- h. "Development" shall mean and refer to the Riversbend Estates and Riversbend Unit II residential subdivision development constructed upon the Subject Property.
- i. "Unit" shall mean and refer to any portion of a building or a single-family structure situated upon a Lot within the Subject Property designed and intended for use and occupancy as a residence by a single-family.
- j. "Lot" shall mean and refer to any numbered plot of land shown on a recorded subdivision plat of Subject Property, with the exception of the Common Properties heretofore defined. The term Lot shall also include the Unit located thereon when a house has been constructed on the Lot.
- k. "Member" shall mean and refer to all those Owners who may be designated members of the Association as provided in Article III.

l. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated within the Subject Property; but, notwithstanding any applicable theory of the law or mortgages, Owners shall not mean or refer to any holder of a security interest in a Lot as security for the performance of an obligation, unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

m. "Plat/Unit I" shall mean and refer to that certain plat of Riversbend UNIT 1 recorded in Plat Book 32 Pages 46-48 being in the Public Records of Orange County, Florida.

n. "Plat/Unit II shall mean and refer to that certain plat of RIVERSBEND UNIT II recorded in Plat Book 34 Pages 91, being in the Public Records of Orange County, Florida.

o. "Regulations" shall mean and refer to the rules and regulations which may be adopted from time to time by the Association concerning the development and use of the Subject Property and the amenities constructed therein.

p. "Subject Property" shall mean and refer to those lands described in Exhibit "A" attached hereto and incorporated herein.

q. "Surface Water Management System" shall mean that portion of the Subject Property consisting of swales, inlets, culverts, retention ponds, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND PROPERTY RIGHTS GRANTED THEREIN

SECTION 1. Subject Property. The Subject Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida and is more particularly described in Exhibit "A" attached hereto.

SECTION 2. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property;

(b) the right of the Association to suspend the voting rights and right to use the Common Property so long as such suspension is done in compliance with Florida law.

(c) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the Members.

SECTION 3. Delegation of Use. Any Owner may delegate, in accordance with Rules and Regulations adopted by the Board of Directors, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

SECTION 1. Association. The Association shall be a not-for-profit Florida corporation charged with the duties and vested with the powers prescribed by law and set forth in this Declaration. Neither the Articles of Incorporation nor the By-Laws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be members of the Association. The Board of Directors and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association.

SECTION 2. Association Purpose and Duties. For the purpose of protecting and continuing the orderly and aesthetically pleasing growth and maintenance of the Development, the Association shall:

- a. Provide for the landscaping, maintenance and irrigation of the Common Properties. The Association is not responsible for the maintenance of the utility and drainage easements created and established in the Plat along the perimeter of each Lot (hereinafter the "Utility Easements"). All such Utility Easements shall be maintained by the individual Owners to the extent said Owners's Lot is affected by said Utility Easements.
- b. Provide and pay for the maintenance of the Surface Water Management System, including specifically, but not limited to the retention area designated as "Tract A".
- c. Provide and pay for the maintenance of the Park which is located on "Tract C" of Plat/Unit I.
- d. Take any and all actions necessary to enforce all covenants, conditions and restrictions set forth in this Declaration and to perform any of the functions or services delegated to the Association in this Declaration or in the Articles of Incorporation or By-Laws of the Association. In addition to its other powers and rights, the Association shall have the power and right to grant, convey, encumber, release and mortgage any of the Common Property as it may deem appropriate in order to carry on its duties, responsibilities and obligations arising hereunder.
- e. Conduct the business of the Association, including, but not limited to, administrative services such as legal, accounting, and financial, and communications services informing the Members of activities, notices of meetings, and other important events.

f. Purchase general liability and hazard insurance covering improvements and activities on the Common Property at levels of coverage deemed adequate by the Board. The Association shall also purchase directors and officers liability insurance and any such other insurance as the Board of Directors deems necessary.

g. Operate the Architectural Review Committee as hereinafter described in Article V hereof.

h. In addition to the maintenance herein provided, provide landscape maintenance to any Lot or exterior maintenance upon any improvements or structures erected upon any Lot which, in the Association's opinion, requires such maintenance because said landscaping, improvements or structures are being maintained in a sub-standard manner. The Association shall notify the Owner of said Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected or does not begin and diligently pursue to correct same within fifteen (15) days after the date of said notice, the Association (after approval of a majority affirmative vote of the Board of Directors) may correct such condition. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after fifteen (15) days notice to the Owner, to enter upon any Lot or exterior of any structure or improvement at reasonable hours on any day. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is performed, but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a personal obligation of the Owner and a lien upon said Owner's Lot and shall become immediately due and payable in all respects, together with interest calculated at the highest rate allowable by Florida law, attorneys fees, court costs and other fees or costs of collection as provided for other assessments of the Association. Failure to timely reimburse the Association for the maintenance costs referred to hereinabove shall give the Association the right to lien the affected Lot.

i. Pay when due all real and personal property taxes assessed against property owned by the Association.

SECTION 3. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

SECTION 4. Voting Rights. Members shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

SECTION 5. Suspension of Voting Rights. The Association shall have the right to suspend the voting rights of any member for the non-payment of regular annual assessments

that are delinquent in excess of ninety (90) days. Notwithstanding anything contained herein to the contrary, the suspension of voting rights shall in no event cause a suspension in the Association's right to assess the Lot of the Member whose voting rights have been suspended.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligations of Assessments.

a. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay (1) an initial assessment; (2) annual assessments or charges; and (3) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The initial, annual and special assessment may be imposed by the Association. The charges imposed together with such interest thereon and costs of collection thereof, including court costs and reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lots against which each such assessment is made. All Lots shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all terms and provisions of this Declaration applicable to Lots, including, but not limited to, the continuing lien herein described. Each such assessment, together with such interest, costs and attorneys' fees as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due.

b. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charges and liens created herein:

1. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and

Except as specifically set forth in this subparagraph, no land or improvements devoted to dwelling use shall be exempt from assessments, charges or liens.

SECTION 2. Purpose of Assessments. Any assessments levied shall be used exclusively for the purpose of improvement and maintenance of the Common Properties and promoting the recreation, health, safety and welfare of the Owners within the Subject Property, including, but not limited to:

a. Lighting, improvements and beautification of access ways and easement areas, and the acquisition, maintenance repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways; and

b. Management, maintenance, improvement and beautification of the Common Properties and rights of way within the Development; and

c. Maintenance, repair and improvement of any existing subdivision boundary wall situated within the Subject Property and for the construction, maintenance, repair and

improvement of any new subdivision boundary wall; and

d. Repair and maintenance of all streets and roadways situated upon the Common Properties which have not been dedicated to any governmental unit; and

e. Payment of any additional garbage collection fee or charge for the collection of garbage from the side of the homes over the amount charged for curbside collection; and

f. Payment of operating expenses of the Association, including, without limitation, real estate taxes and insurance; and

g. Payment for the maintenance of subdivision security either in the form of a security patrol, a guard house or a gated entrance or any combination thereof; and

h. Doing any other thing necessary or desirable in the judgment of the Association to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of general benefit to the Owners or occupants of lands included in the subdivision.

SECTION 3. Amount of Assessments. The initial assessment is presently Two-Hundred Dollars (\$200.00) per Lot however the same may be increased from time to time in the discretion of the Board of Directors so long as said initial assessment never exceeds 75% of the then existing annual general assessment. Said initial assessment shall be paid to the Association by each Owner at the time said Owner closes on its purchase of a Lot. In addition, each Owner shall pay at such closing a pro-rata share of the annual assessments for the year of closing. Thereafter, the annual assessment shall be payable annually in advance, on or before January 1 of the year of the assessment. The annual and special assessments shall be determined by the Association.

SECTION 4. Special Assessments for Capital Improvements. In addition to the foregoing initial and annual assessments, the Association may levy in any assessment year special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any capital improvement upon the Common Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the Board of Directors. Notwithstanding anything else contained herein, the Board of Directors, by the assent of two-thirds (2/3) of its members, may utilize said special assessments for the construction of additional perimeter walls to enclose the Subject Property.

SECTION 5. Effect of Nonpayment of Assessments. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, interest, the cost of the action, including legal fees whether or not judicial proceedings are involved and including legal fees and costs incurred on any appeal of a lower court decision.

SECTION 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the filing of the claim of lien in the public records. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, of any first mortgage recorded prior to the filing of the claim of lien in the public records shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 7. Rights of Governmental Authorities. Any municipality or other governmental agency that performs any obligation which the Association is otherwise responsible for shall have the right to assess the Owners its costs incurred in performing any such obligations and, in addition, shall have the lien and enforcement rights afforded the Association.

ARTICLE V

RESTRICTIVE COVENANTS

SECTION 1. Residential Use. Each Lot within the Development and each Unit constructed upon any Lot shall be used exclusively for residential purposes. No other structures, either temporary or permanent, shall be erected by any Owner upon any Lot or other portions of the Development other than the Units. No buildings, structures or other similar improvements constructed upon a Lot shall be used for any commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purpose, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except as may be permitted elsewhere in this Declaration. Any business that is conducted in an office that is contained within a part of a unit, must not interfere with the neighbors' quiet use and enjoyment of their property in any way nor detract from the residential character of the neighborhood. Nothing may be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. The business and/or professional office must be in full compliance with all applicable Orange County zoning regulations and other laws that pertain to the operation of a business and/or professional office in a residential property. No building, structure or other similar improvement located on any Lot shall be rented or leased separately from the rental or lease of the entire Lot upon which such building, structure or other improvement is located. No portion of any unit shall be leased for a period of less than one year. In addition, no portion of any Unit shall be used for the purpose of renting or leasing a room or rooms that are in the nature of a boarding house, hotel, motel, tourist, motor court or student housing or any other similar type of transient accommodation.

SECTION 2. Signs. Except as otherwise permitted herein, no sign shall be permitted to be displayed or placed upon any Lot or Unit other than one professionally made sign which shall not exceed thirty-six (36) inches by twenty-four (24) inches in size and which shall contain no wording other than "For Sale" or "For Lease", the name and address of one (1) registered real estate broker and a telephone number of the Owner or his agent. Any sign-constructed or maintained within the Development which does not comply with this Section may be removed and destroyed by the Association at any time in its sole discretion.

SECTION 3. Antennas and Aerials. No exterior or television mast, tower, pole, wire, aerial, satellite receiving stations or dishes, antenna or related appurtenances thereto, nor any other exterior electronic equipment, structures or devices of any kind shall be installed, operated or maintained unless same is installed so as to be completely concealed from the public view, such as in attics or garages. Notwithstanding the above, all antennas that are protected by Federal law shall be permitted subject to such restrictions are permitted by such Federal law.

SECTION 4. Electrical Interference. No electrical machinery, devices or related apparatus of any sort shall be used, operated or maintained in or upon any Unit or upon any Lot which causes interference with the normal television and/or radio reception of any other Units within the Development.

SECTION 5. Easements. In addition to the easement granted and deed restrictions imposed in Article VII, hereinafter, perpetual easements for the installation and maintenance of utilities and drainage area are hereby reserved to Orange County in and to all Utility Easements (which easements include, without limitation, the right of reasonable access over Lots to and from the easement areas), and Orange County shall have the right to convey such easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation, use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. The Utility Easement areas, and all improvements (including fences approved by the ARC and owned and constructed by the Owner) in such easement areas shall be maintained continuously by the Owner in the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. Each Owner acknowledges, by its acceptance of a deed to its Lot, that any improvements constructed within the Utility Easements created along the boundary lines of each Lot in the Plat may be damaged, removed or destroyed by public authority or utility company utilizing said easement areas, and that responsibility for repair, replacement or removal of such improvements shall be the Owner's. With regard to specific easements for drainage shown on the Plat of the Subject Property, the Association shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas, subject to Article VII, hereinafter.

No permanent improvements or structures shall be placed or erected upon the above described Utility Easements. In addition, no pools, decks, patios, air conditioners or utility sheds shall be placed or erected upon the Utility Easement areas.

The Owners of the Lot or Lots, subject to the Utility Easements referred to above shall acquire no rights, title or interest in or to any poles, wires, cable, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in over or under the portion of the Lot or Lots affected by said Utility Easements. The easement areas of any Lot, including landscape and wall easements and plantings therein, whether reserved hereunder or as shown on the Plat, or as may have been installed, and all facilities and improvements in such easement areas shall be maintained continuously by the Owner of the affected Lot or Lots, except for those improvements for which the utility provider is responsible. With regard to specific easements for drainage as shown on the Plat, the Association shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas, subject to Article VII, hereinafter.

SECTION 6. Use of Accessory Structures. Other than the Unit and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by general contractors constructing Units in the Development (with the written permission of the Association) and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Development.

SECTION 7. Animals. No horses, exotic animals, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot except as permitted in this Section. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any such permitted animals shall, in the sole and exclusive opinion of the Association, become dangerous and/or an annoyance or nuisance in the Development or nearby property or otherwise become destructive of wildlife, the pet owner shall be required to permanently remove such pet from the Development and the Association shall have the right to pursue any action it deems appropriate to remove any such pet or pets from the Development.

SECTION 8. Nuisances. No illegal, noxious or offensive activity shall be permitted or conducted upon any part of the Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Owners, the Association or the Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subject Property, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Subject Property. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand unattended for any period of time on the Common Property.

SECTION 9. Fences and Hedges. There shall be no fences permitted on any Lot unless same complies with the requirements set forth hereinbelow and are approved prior to construction thereof as to design, construction and location by the ARC.

a. All fences constructed or hedges grown within the Development by any Owner shall be consistent and in compliance with the following standards:

(i) The fence design and specifications attached hereto as Exhibit "D" and incorporated herein are deemed to be approved by the ARC. A fence constructed in accordance with such design and specification shall be permitted, and no application for the construction of the same shall be required. Any other fence design and specifications shall be subject to ARC approval.

(ii) A consistent design element expressed in simple support columns or posts with interesting panel treatment creating some shadow relief is encouraged.

(iii) Colors must be the same as the house or house trim or must be approved by the ARC.

(iv) The maximum height limitation is six (6) feet. Notwithstanding the foregoing, no fence or hedge erected adjacent to or in close proximity of any perimeter or subdivision wall shall exceed the height of the subdivision wall. The above height limitations shall not apply to those fences and hedges addressed in subparagraph d., below.

(v) Chainlink, stockade-type and heavy split rail fence design are prohibited. No solid walls will be permitted except for those constructed by the Association as provided for elsewhere herein.

b. The location of all fences must be approved by the ARC, however, in no event shall any fence be located within the following areas:

(i) Between the street facing the front of a Unit situated upon a Lot (the "Front Street") and a straight line extending to the side Lot line from the Unit at a point which is twenty (20) feet back from the front of the Unit; or

(ii) In the case of a Lot which is bordered by a side street, no fencing is permitted to be constructed within the area on the Lot which is between the Front Street and a straight line extending to the rear Lot line from the point on the Unit where the side wall meets the back wall on the side of the Unit adjacent to the side street.

c. Notwithstanding anything contained herein to the contrary, the Association shall have the right to construct walls and fences upon any Lot located along the perimeter of the Development. Any such walls (brick) shall be maintained by the Association. Any such fences shall be maintained by the individual homeowners upon whose land such fences are constructed. Maintenance shall include reasonably necessary repairs, painting, staining, sealing, pressure-washing, and the like in order to keep the fence in good repair and good appearance.

d. The homeowners of the following lots may, but will not be required, to provide a fence or hedge along the following lot lines:

(i) The rear lot line of Lots 5, 6, 14, 15, 16, 23, 24, 25, 26, 27, 40, 41, 42, 43, 44, 45, 46, 47 and 48 of Plat/Unit I and Lots 64, 65, 66, 67, 68, 69, 70, 71 and 72 of Plat/Unit II;

(ii) The east side line of Lot 48 of Plat/Unit I; and,

(iii) The southeast corner of Lot 7 of Plat/Unit I.

Notwithstanding sub-paragraph a.(iv) above such fences or hedges may be up to eight (8) feet tall. Any such fences constructed on Lots 40, 41, 42, 43, 44, 45, 46, 47 and 48 must comply with the design standards provided in attached Exhibit "D". Fences on all other above listed lots may either comply with the design standards in attached Exhibit "D" or obtain prior approval from the ARC. No existing fence located on the above described lot lines shall in any way be affected by this provision but any replacement fences must fully comply herewith.

SECTION 10. Carriage Lights. The size, location, number, design, style or type of material for free-standing carriage lights to be constructed upon any Lot shall be approved by the ARC.

SECTION 11. Unit Plates and Mailboxes. Each Lot shall have a free-standing mailbox with Unit address number constructed thereon. No address number or name plates may be constructed upon or affixed to any Unit. The size, shape, color, location materials of each mailbox and address number affixed to any mailbox must be all approved by the ARC in writing prior to installation of the same. Replacements of or changes to any mailbox must be approved by the ARC.

SECTION 12. Rules and Regulations. The Association, by and through its Board of Directors, shall have the right to establish and amend, from time to time, Rules and Regulations governing the use and appearance of the lots and all other portions of the Subject Property (including Common Property) and the conduct of the Members and Owners thereon. Copies of any such Regulations shall be furnished to all Owners upon request. The Association may enforce these Rules and Regulations in accordance with the terms of this Declaration.

SECTION 13. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot or no derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

SECTION 14. Casualties. In the event a Unit or any party thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Properties are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged Unit or improvements in accordance with the terms an provision of the Declaration or to sod and landscape the portion of the Lot or Development affected by the damage in any manner consistent with the surrounding area. Any repair, rebuilding or reconstruction of any Unit or a portion thereof shall be substantially in accordance with the plans and specification previously approved for the Unit unless a new set of plans and specifications is submitted to and approved by the Association.

SECTION 15. Vehicles. No motor vehicle shall be parked in the Development except on paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, shall be parked within the Development overnite, nor shall trailers be parked in the Development unless inside a garage and concealed from public view. Boats, boat trailers, campers, motorcycles and other

recreational vehicles shall be parked inside of garages and concealed from public view.

SECTION 16. Storage. No Lot shall be used for the storage of rubbish. Trash garbage or other waste shall not be kept except in sanitary containers properly concealed from public view by a wall or leafy shrubbery with such concealment plan approved by the ARC prior to installation.

SECTION 17. Clothes Hanging and Drying. No outdoor clothes hanging or drying activities shall be allowed in the Development except in rear fenced yards between 9:00 a.m. and 5:00 p. m. No clothing, bedding, carpeting or other similar items shall be permitted to hang from, over or on any windows, doors, walks or fences so as to be visible from any street.

SECTION 18. Structures and Dwellings. The location and position of any approved Unit or structure upon any Lot shall be determined and approved by the Association as it, in its sole discretion, may determine. Only one (1) detached, single-family dwelling Unit shall be permitted to be constructed upon any Lot. No structure or Unit shall be constructed closer than twenty-five (25) feet from the front lot line of any Lot. In addition, no structure of a Unit shall be constructed closer than ten (10) feet from any side lot line of a Lot; provided, however in the event the side lot line is located adjacent to a street within the Development, the side lot line setback required of ten (10) feet shall be expanded to twenty-five (25) feet. No structure or Unit shall be constructed closer than thirty (30) feet from any rear lot line of any Lot; provided however, that a swimming pool and its related enclosures may be constructed to within ten (10) feet of the rear lot line of any Lot. Under no circumstances shall a swimming pool be constructed in the front or side yard of any Lot nor beyond the Unit on a side street lot line.

SECTION 19. Subdividing. No Lot shall be resubdivided, replatted or divided without the prior written consent of the Association.

SECTION 20. Ponds and Conservation. In no event shall any ponds or water retention areas ("Ponds"), if any, within the Development be used for swimming, bathing or boating purposes. After a Lot within the Development has been fully developed and the construction of a Living Unit thereon completed, any Conservation Areas, then on the Lot shall be maintained as nearly as practicable in a natural state, and not altered or removed by the Owner except as permitted by the governmental authority having jurisdiction.

SECTION 21. Dwellings and Garages.

a. No Unit shall have a square foot area of less than two thousand, four hundred (2,400) square feet, exclusive of screened areas, open porches, terraces, patios and garages. In the case of two story or split level Units, the ground floor must be no less than one thousand, six hundred (1,600) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

b. No Unit shall exceed two and one-half stories in height.

c. No projections of any type shall be placed or permitted to remain above any roof of the Unit with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any Front Street. Vent stacking pipes visible from the front or side of a Unit shall be enclosed in an architecturally pleasing design consistent with design of the Unit, and

approved by the ARC.

d. No Units shall have an exposed structural block, imitation brick, imitation block or imitation stone face.

e. All Units shall be constructed with solid concrete driveways or decorative pavers and shall include a walkway, of similar materials, to the Units' garbage receptacles to provide for pick-up of garbage, all approved by the ARC.

f. All oil, soft water tanks, air condition compressors, wood piles or other ancillary or mechanical equipment, including but not limited to, water softeners, well pumps, sprinkler pumps or pool heaters shall not be visible from a street and shall be suitably screened by decorative fence or landscaping so as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.

g. All grading and finish floor elevations shall be in accordance with the Paving, Grading and Drainage Plan for the Development which has previously been approved by Orange County. No elevation changes shall be permitted to any Lot which materially adversely effects the surface grade or drainage of any other portion of the Development.

SECTION 22. Tree Removal and Landscaping. There shall be no removal of trees or clearing of a Lot, other than mowing of underbrush, until such time as the ARC has approved in writing a general, conceptual landscape plan (the "Landscape Plan") that designates specifically those existing trees to be retained and preserved on the Lot.

The Landscape Plan for each Lot shall be drawn by an approved landscape architect and must have the prior written approval of the ARC and must at least meet the requirements hereinafter set forth.

a. All Lots shall have entire solid sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by the ARC except in approved landscape areas as submitted on the Landscape Plan.

b. The front and side yards of all Lots shall have a one hundred percent (100%) underground installed sprinkler system with automatic timer.

c. Shrubbery shall be planted along the front and sides of all Units. At least fifty percent (50%) of the foundation of all Units must be covered with a shrubbery buffer not less than two (2) feet in height and approved by the ARC.

d. Additional landscaping shall be required to provide fully landscaped yards accepted to the ARC.

e. All lots shall have a minimum landscape cost of \$2,500.00 wholesale, including but not limited to trees, shrubs, plants and flowers. This cost shall not include sod and irrigation costs.

The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If at the time construction of a Unit is completed, the Owner

has not installed said landscaping, the Association may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute a special assessment against the Lot. Future additions or modifications to the landscaping on a Lot must be approved by the ARC. All dead or dying landscaping must be promptly replaced.

SECTION 23. Refuse Collection. All trash, garbage, recyclable, separately collected yard waste or other refuse shall be maintained in a location not visible from the front property line. In the event, the Association, shall at a future time, cease paying for a house collection of garbage or if such service shall become unavailable, and curbside collection of garbage is instituted, then all such garbage, trash, refuse, recyclables or separately collected yard waste shall be placed for pick-up not earlier than the evening preceding the pick-up, and any and all containers shall be returned from the front property line no later than the evening of the pick-up to their normal location. All homeowners shall participate in available recycling programs. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate on any portion of the Subject Property if it renders the Subject Property or any part thereof unsanitary, unsightly, offensive or detrimental to the Subject Property, the Development or any Lot.

SECTION 24. Ordinances. Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

SECTION 25. Pumping. The Owners of any Lot which includes or is adjacent to a pond, creek, bayhead or other body of water shall not draw down said body of water by pumping or draining therefrom.

SECTION 26. Skateboard Ramps. No skateboard or bicycle ramp, structure or other apparatus of any sort used in conjunction with a skateboard or bicycle shall be installed or maintained on any portion of any Lot.

SECTION 27. Basketball Goals. No basketball goals shall be attached to the Unit or installed so as to be visible to public view.

SECTION 28. Architectural Review Committee Authority. No exterior construction, additions or alterations, including exterior coloring, to any building, structure, or Lot in the Development, tree removal, landscaping and additional landscaping, fences or changes in existing fences, hedges, walls, walkways, and other structures shall be commenced, erected or maintained, until the same is approved by the ARC. The ARC shall be fully authorized to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Subject Property as a residential community. The ARC shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however such rules and regulations shall be consistent with the provisions of this Declaration; and, if the board has not constituted itself as the ARC, such rules and

regulations shall be approved by the Board prior to the same taking effect. Violations of the ARC's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the ARC by resolution of the Board.

SECTION 29. Architectural Review Committee Approval. Without limitation of the foregoing, no construction, changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the ARC in writing. All applications to the ARC for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the ARC may require. In the event the ARC fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the ARC's approval shall be deemed to have been given. In all other events, the ARC's approval shall be in writing. If no application has been made to the ARC, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy available to it for such violations.

SECTION 30. Procedure. As it is set forth in Section 28, supra, the ARC may from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself as the ARC, then the Board, in its discretion, may provide by resolution for appeal of decisions of the ARC to the Board, subject to such limitations and procedures as the Board deems advisable. The Board of the ARC may appoint one or more persons to make preliminary review of all applications to the ARC and report such application to the ARC with such persons recommendations for ARC action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of the ARC deems advisable.

SECTION 31. Standards. No approval shall be given by the Board or the ARC pursuant to the provisions of this Article, unless the Board of the ARC, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Subject Property; (b) shall protect and conserve the value and desirability of the Subject Property as a residential community; (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Subject Property as a residential community.

SECTION 32. Exculpation of ARC. ARC cannot be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall ARC be held responsible for loss or damage to any person arising out of noncompliance with any zoning law or ordinance of land use or building regulation.

SECTION 33. Additional Restrictions. No owner, without the prior written approval of the Association, may impose any additional covenants or restrictions upon any part of the Subject Property.

ARTICLE VI

SPECIAL PROVISION TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

SECTION 1. Inspection of Records. The Association shall allow all Unit Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association. For purposes of this section the word "records" shall mean those official records provided for in Chapter 720 Florida Statutes as the same may be amended from time to time.

SECTION 2. Annual Statement. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Unit in the Development.

SECTION 3. Cancellation of Contract. The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners other than the Developer assume control of the Association, upon nine (90) days' written notice to the other party.

SECTION 4. Notices for Mortgage Holders. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage on any Unit in the Development.

(a) Notice of any condemnation or casualty loss that affects a material portion of the Development or the applicable Unit.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

ARTICLE VII

CONSERVATION EASEMENT AND SPECIAL DEED RESTRICTION TO SATISFY ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

SECTION 1. Notwithstanding anything contained in the Declaration, or any other documents relating to the Subject Property or any particular Lot, none of the Association, the Developer, any Lot owner, nor any builder, agent or employee of theirs shall conduct or allow any construction including grading, dredging or filling, except that specifically authorized by permit issued by the St. John's River Water Management District, within the conservation easements as delineated on the Plat ("Conservation Easements").

Specifically, the following are prohibited in the Conservation Easements:

- (a) Construction or placing of buildings, roads, signs, billboards or any other advertising, utilities, or other structures on or above the ground.
- (b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removal or destruction of trees, shrubs, or other vegetation.
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
- (e) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

SECTION 2. The rights, restrictions and easement granted in this Article VII, may be enforced by the St. John's River Water Management District and shall run with the Subject Property and be binding upon all subsequent owners of any Lot as well as upon the Association, without regard to any lack of privity of contract or lack of benefit to any particular Lot.

SECTION 3. This Article VII may not be amended without the approval of the St. John's River Water Management District.

ARTICLE VIII

MISCELLANEOUS

SECTION 1. Term and Amendment. The terms, provisions, restrictions and easements set forth or created in this Declaration shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or instruments of conveyance for any Lots in the Development subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a majority of the Owners of Lots in the Development, has been recorded in the Public Records of Orange County, Florida, which said instrument may alter or rescind this Declaration, in whole or in part, except as hereafter specifically provided. This Declaration may not be amended without the consent of at least seventy-five percent (75%) of the voting members, subject to either Veterans Administration or Federal Housing

Administration approval (which approval need not be evidenced of public record). No amendment of the Declaration pursuant to this paragraph shall be effective which requires an Owner to remove any structures, or wall or fence constructions which is in compliance with the Declaration as same existed on (i) the date on which the construction of such structure, wall or fence commenced; or (ii) the date on which such Owner took title to his Lot if the construction of such structure, wall or fence commenced within ninety (90) days of his taking title.

SECTION 2. Enforcement by Litigation. If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns shall violate or attempt to violate any of provisions of this Declaration it shall be the right of the Association, or any other person or persons owning any Lot in the Development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any term or condition of this Declaration whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate any term or condition of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees (including those incurred on appeal) incurred by the party enforcing the term or condition of this Declaration. Failure by Association or any other person or entity to enforce any term or condition of this Declaration upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with any term or condition of this Declaration, shall not prevent Association or any Owner in the Development from enforcing any term or condition of this Declaration.

SECTION 3. Irreparable Harm. Every Owner agrees and acknowledges that a violation of any term or condition of this Declaration by such Owner or its family members, guests, invitees, licensees, tenants or servants constitutes irreparable harm to the Association and every other Owner in the Development and that any action at law or equity to obtain an injunction against such violation shall require no further proof of irreparable harm other than the admission herein contained.

SECTION 4. Enforcement/Administrative. In addition to all other enforcement tools granted to the Association elsewhere herein, the Association shall have the right to impose fines and suspend use rights in the fashion provided for in Chapter 720, Florida Statutes, as the same is amended from time to time.

SECTION 5. Severability. Invalidation of any one provision contained herein by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

SECTION 6. Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees, agents or tenants. Such liability shall include any increase in fire insurance rates occasioned by the use, misuse or occupancy or abandonment of a Unit or its appurtenances.

"EXHIBIT A"

1. "Plat/Unit I" shall mean and refer to that certain plat of Riversbend UNIT 1 recorded in Plat Book 32 Pages 46-48 being in the Public Records of Orange County, Florida.
2. "Plat/Unit II shall mean and refer to that certain plat of RIVERSBEND UNIT II recorded in Plat Book 34 Pages 91, being in the Public Records of Orange County, Florida.

NOTE

THE ATTACHED ARTICLES OF INCORPORATION OF RIVERSBEND ESTATES OF ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION") HAVE BEEN EFFECTIVELY AMENDED BY VIRTUE OF THE ADOPTION OF THE MERGED, RESTATED & AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVERSBEND ESTATES AND RIVERSBEND UNIT II (AMENDED DECLARATION) TO WHICH THIS DOCUMENT IS ATTACHED, IN THAT THE MEMBERSHIP AND VOTING RIGHTS IN AND TO THE SAID ASSOCIATION ARE NOW ADDRESSED IN ARTICLE III OF THE SAID AMENDED DECLARATION.

Exhibit B



INSTR 20020589252
OR BK 06690 PG 1703

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 29, 1993

Bordoughs, Grimm, Bennett & Morlan
P. O. Box 3309
Orlando, FL 32802-3309

The Articles of Incorporation for RIVERSBEND ESTATES OF ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC. were filed on December 20, 1993, and assigned document number N93000005793. Please refer to this number whenever corresponding with this office.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Brenda Baker
Corporate Specialist
New Filings Section
Division of Corporations

Letter Number: 293A00143296

ARTICLES OF INCORPORATION
OF

RIVERSBEND ESTATES OF ORANGE COUNTY
HOMEOWNERS ASSOCIATION, INC.

FILED
93 DEC 20 PM 3:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned natural person of legal age, acting as incorporator of a not for profit corporation under the Florida Not For Profit Corporation Act, do hereby adopt the following Articles of Incorporation for Riversbend Estates of Orange County Homeowners Association, Inc.:

ARTICLE I - NAME

The name of the Corporation is Riversbend Estates of Orange County Homeowners Association, Inc. (hereinafter the "Association"). The principal office and mailing address of the Association is 2200 Lucien Way, Suite 350, Maitland, Florida 32751.

ARTICLE II - EXISTENCE

The Association shall have perpetual existence.

ARTICLE III - PURPOSE

The Association is organized for the purpose of administering and enforcing the Declaration of Covenants and Restrictions of Riversbend Estates and to promote the health, safety and welfare of the residents of Riversbend Estates. In furtherance of such purpose, the Association shall have the power to:

(a) perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions (the "Declaration") applicable to the subdivision known as Riversbend Estates to be recorded in the Public Records of Orange County, Florida;

(b) establish, levy and collect all assessments pursuant to the terms of the Declaration and enforce payment thereof by any lawful means and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, operate, maintain, convey, lease, dedicate to public use or otherwise dispose of the Common Property and other real and personal property in connection with the affairs of the Association;

(d) borrow money and mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Property to any municipality, public agency or utility for such purposes and subject to such conditions as may be determined by the Board of Directors;

(f) participate in mergers or consolidations with other nonprofit corporations organized for the same purposes as the Association; annex additional residential property and common areas; and assign to another nonprofit corporation all or any portion of the rights and obligations of the Association as set forth herein and in the Declaration;

(g) have and exercise any and all powers, rights and privileges that a not for profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes described herein and the purposes described in the Declaration and such other purposes as may be incidental thereto. The activities of the Association shall be financed by assessments on Members as provided in the Declaration and no part of any net earnings shall inure to the benefit of any Member.

ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2200 Lucien Way, Suite 350, Maitland, Florida 32751 and the name of the Association's initial registered agent at such address is George D. Livingston. Such registered agent has accepted such appointment as required by Florida Statutes Section 617.0501.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Every person or entity who is a record owner of a fee interest in any Lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall otherwise be determined as provided in the Declaration. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to the Declaration.

The Association shall have two classes of voting members as follows:

Class A. Class A Members shall be all those Owners as defined in the Declaration with the exception of the Developer, as defined in the Declaration. Until such time as the Class B membership ceases to exist and is converted to Class A membership as provided below, the Class A Members shall have no voting rights. Thereafter, Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as such Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B. The Class B Member shall be the Developer as defined in the Declaration, who shall be entitled to one vote for each Lot in which it holds the interest required for membership. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration at the time the Developer conveys, transfers or sells its fee simple interest in and to all of the Lots which are subject to the Declaration.

ARTICLE VI - DIRECTORS

The number of Directors constituting the initial Board of Directors of the Association is five (5) and the names and addresses of the persons who are to serve as the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Thomas B. Ball, III	683 Mourning Dove Circle Lake Mary, FL 32746
Peter A. Gianelli	1015 Lake Davis Drive Orlando, FL 32806
Susan Ross	8991 Islesworth Court Orlando, FL 32819
George D. Livingston, Jr.	2200 Lucien Way, #350 Maitland, FL 32751
Sue Lewis	2532 Long Iron Court Longwood, FL 32779

The initial Board of Directors shall serve until their successors are elected as provided in the Bylaws of the Association. The method of election of Directors shall be as stated in the Bylaws.

ARTICLE VII - ASSESSMENTS

The Association may establish assessments as provided in the Declaration, may enforce collection of such assessments as also provided in the Declaration and may expend the assessments so collected for the purposes set forth in the Declaration.

ARTICLE VIII - ARCHITECTURAL REVIEW COMMITTEE

The Association may establish an Architectural Review Committee as described in the Declaration and the Board of Directors of the Association may appoint the members of the Architectural Review Committee. In the absence of such appointment, the Board of Directors of the Association shall constitute the Architectural Review Committee.

ARTICLE IX - AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may only be amended by resolution adopted by a majority of the Board of Directors and approved by 2/3 of the votes entitled to be cast by Members voting in person or by proxy at a special meeting called for such purpose. In the event of conflict between the Declaration, these Articles and the Bylaws, the Declaration shall control.

ARTICLE X - BYLAWS

Bylaws of the Association shall be adopted by the initial Board of Directors set out in Article VI above and may be amended by a majority vote of the Board of Directors or by majority vote of the Members voting in person or by proxy at a special meeting called for such purpose.

ARTICLE XI - INCORPORATOR

The name and street address of the incorporator is George D. Livingston of 2200 Lucien Way, Suite 350, Maitland, Florida 32751.

IN WITNESS WHEREOF, for the purpose of forming a not for profit corporation under the laws of the State of Florida, I, the undersigned incorporator of this corporation, have executed these Articles of Incorporation this 9th day of November, 1993.


George D. Livingston

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th
day of November, 1993, by George D. Livingston, who is
personally known to me or has produced N/A
as identification.

Ann C. Miller
NOTARY PUBLIC
Print, Type or Stamp Commis-
sioned Name of Notary Public:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 07, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned, George D. Livingston, hereby accepts
appointment as registered agent of Riversbend Estates of Orange
County Homeowners Association, Inc. and hereby certifies that
he is familiar with and accepts the obligations of the position
of registered agent and shall serve in such capacity until
replaced by the Association or until he resigns as provided by
law.

[Signature]
George D. Livingston

JRS501:pd
11/03/93

FILED
93 DEC 20 PM 3:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTE

THE ATTACHED BYLAWS OF RIVERSBEND ESTATES OF ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION") HAS BEEN EFFECTIVELY AMENDED BY VIRTUE OF THE ADOPTION OF THE MERGED, RESTATED & AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVERSBEND ESTATES AND RIVERSBEND UNIT II (AMENDED DECLARATION) TO WHICH THIS DOCUMENT IS ATTACHED, IN THAT THE MEMBERSHIP AND VOTING RIGHTS IN AND TO THE SAID ASSOCIATION ARE NOW ADDRESSED IN ARTICLE III OF THE SAID AMENDED DECLARATION.

BYLAWS
OF
RIVERSBEND ESTATES OF ORANGE COUNTY
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - NAME AND ADDRESS

The name of the corporation is Riversbend Estates of Orange County Homeowners Association, Inc. (hereinafter the "Association"). The principal office and mailing address of the Association is 2200 Lucien Way, Suite 350, Maitland, Florida 32751, but meetings of Members and Directors may be held at such places within the state of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

The following words when used in these Bylaws, unless the context shall otherwise prohibit, shall have the following meanings:

Section 1. "Association" shall mean and refer to Riversbend Estates of Orange County Homeowners Association, Inc., its successors and assigns.

Section 2. "Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions applicable to the subdivision known as Riversbend Estates pursuant to the Plat recorded or to be recorded in the Public Records of Orange County, Florida.

Section 3. Words defined in the Declaration and used in these Bylaws shall have the same meaning as provided in the Declaration.

ARTICLE III - MEETING OF MEMBERS

Section 1 - Membership and Voting Rights. Each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member. The Association shall have two classes of voting membership as provided in the Declaration. Class A Members shall include all Owners other than the Developer. Class B Members shall be the Developer. Until such time as the Class B membership ceases to exist and is converted to Class A membership as provided in the Declaration, the Class A Members shall have no voting rights. Class B Members shall have one vote for each Lot owned by said Members. The Class B membership shall cease and be converted to Class A membership at the time the Developer conveys, transfers or sells its fee simple

interest in and to all of the Lots contained within the Development as shown on the Plat. Thereafter, Class A Members shall have one (1) vote for each Lot owned by said Members.

Section 2 - Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Subsequent annual meetings of the Members shall be held during the same month as the first annual meeting on the date selected by the Board of Directors.

Section 3 - Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the vote of Class A membership.

Section 4 - Notice of Meetings. Written notice of each meeting of the Members shall be given by mailing a copy of such notice at least fifteen (15) days before such meeting to each Member of the Association, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5 - Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, fifty-one percent (51%) of the vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, decisions shall be made by a majority of the voting interests present or represented at a meeting at which a quorum is present.

Section 6 - Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 - Number. The affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) directors, who need not be Members of the Association.

Section 2 - Term of Office. Each director shall serve for a term of one (1) year or until his successor has been duly elected.

Section 3 - Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 - Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5 - Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee appointed by the Board. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting and the Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6 - Election. Election to the Board of Directors shall be by secret written ballot. All nominees shall be included on the ballot and each Member, or their proxy, shall receive one (1) ballot for each vote they are entitled to cast pursuant to the Declaration. Each ballot shall be voted for as many candidates as there are vacancies to be filled on the Board. The candidate receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If the number of nominees does not exceed the number of vacancies on the Board, then all nominees shall be deemed elected to the Board and there shall be no need to vote.

ARTICLE V - MEETINGS OF DIRECTORS

Section 1 - Regular Meetings. The regular meetings of the Board of Directors shall be held quarterly, or more often if so desired by the Board, at such place and time as may be fixed from time to time by resolution of the Board. Meetings of the Board of Directors shall be open to all Members of the Association. When feasible, notices of such meetings shall be posted on the Association property at least forty-eight (48) hours in advance of the meeting. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 2 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three

(3) days notice to each director, unless such notice is subsequently waived by all directors.

Section 3 - Quorum. A majority of the total number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI - POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall exercise for the Association all powers, duties and authority vested in or delegated to the Association under the Declaration and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration. Such powers and duties shall include, without limitation, the following:

Section 1 - Assessments. The Board of Directors shall establish the initial assessment, annual assessments and special assessments, all as provided in the Declaration. No vote or approval of the Members shall be required as to any assessment and the decision of the Board of Directors made at a duly called and noticed meeting for the purpose of establishing assessments shall be final.

Section 2 - Architectural Review Committee. The Board of Directors shall operate the Architectural Review Committee pursuant to the Declaration. In the absence of appointment of an Architectural Review Committee, the Board of Directors shall serve as the Architectural Review Committee.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1 - Enumeration of Officers. The officers of the Association shall be a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2 - Election of Officers. The officers shall be elected by the Board of Directors at the first meeting of the Board following each annual meeting of the Members.

Section 3 - Term. The officers of the Association shall be elected annually by the Board and each officer shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. A vacancy in any office may be filled by appointment by the

Board. The officer appointed to such vacancy shall serve for the remainder of the term of any officer he replaces.

Section 5 - Duties. The duties of the officers are as follows:

(a) President - The President shall preside at all meetings of the Board of Directors and of the Members; shall see that orders and resolutions of the Board are carried out; and shall sign all agreements, contracts and other written instruments affecting the Association.

(b) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(c) Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; shall keep proper books of account; shall cause an annual review of the Association's books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board and the Members.

ARTICLE VIII - ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. The Board shall fix the amount of assessments against each Lot and shall send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of the due date. Any assessment which is not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action against the Member personally obligated to pay the assessment or may foreclose the lien against the Lot. Interest, costs and reasonable attorneys' fees incurred by the Association shall be added to the amount of each assessment.

ARTICLE IX - AMENDMENTS

These Bylaws may be amended from time to time by a majority vote of the Board of Directors or by a majority vote of the Members voting in person or by proxy at a special meeting called for such purpose. In the case of any conflicts between these Bylaws and the Articles of Incorporation, the Articles shall control. In the case

of any conflict between the Bylaws and the Declaration, the Declaration shall control. Accordingly, the Bylaws shall not be amended to be inconsistent with the Articles of Incorporation or the Declaration.

IN WITNESS WHEREOF, we, being all of the directors of Riversbend Estates of Orange County Homeowners Association, Inc. have hereunto adopted the above-stated Bylaws of the Association this _____ day of December, 1993.

Thomas B. Ball, III

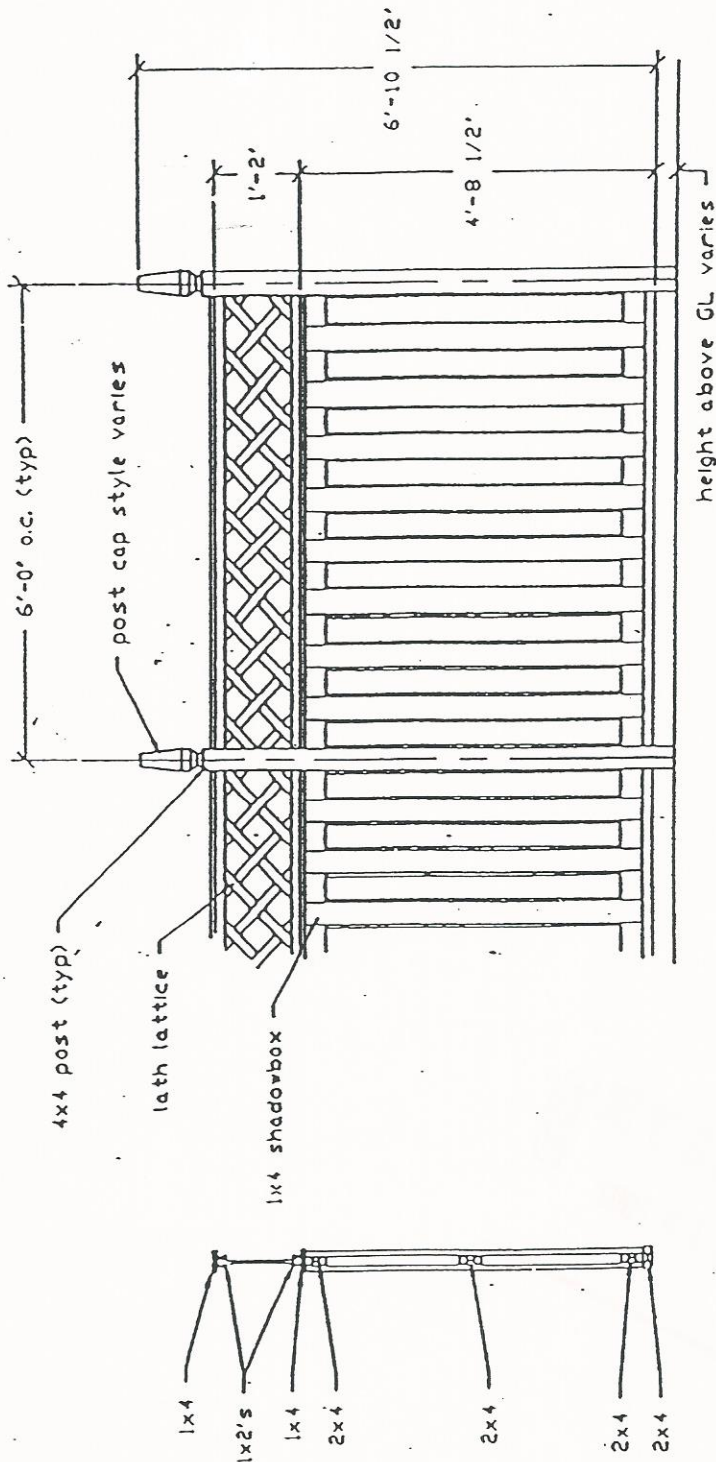
Peter A. Gianelli

Susan Ross

George D. Livingston, Jr.

Sue Lewis

G:\COMMON\JRS\RIVERSBD.BYL
12/3/93:pd



Notes:

1. All materials are pressure treated.
2. Finish: Fence shall be stained and sealed.

RECORDED & RECORDED VERIFIED
Martha G. G. G.
 County Comptroller, Orange Co., FL

Riversbend Estates

FENCE GUIDELINES

Approved by the Board of Directors effective October 24, 2013

In response to requests for new fencing and for replacement to existing fencing, the fence design & specifications as revised and approved by the Architectural Review Committee (ARC), in accordance with the Riversbend covenants, are as follows:

The style of the fence shall be shadow box or privacy, made of wood or vinyl. Fencing shall be 6ft. in total height. It shall have 1 ft. of latticework on top with ornate finials on all posts. The individual planks shall be 6 inches wide and the top and bottom rails shall be 6 inches wide as well. The fence shall sit flush with the ground. The color can be white or the same as the trim color of the house, or the house color. Location of fencing will be enforced as per existing covenant requirements. And, fencing specs for lot lines on the exterior of the subdivision will remain as per the covenants.

This guideline is in place now based on vinyl and white having been approved by prior ARC's.

This decision has been made by the ARC to help accommodate neighbors wishing to install new fencing or to replace old fencing in need of repairs or painting. The ARC felt it important to retain the top latticework, and post-top finials on any new fencing for continuity of appearance. Shadow box will still be encouraged per the covenants, however, privacy fencing will be allowed.

Regards,

The ARC.

Riversbend Estates

RULES & GUIDELINES

Rule for Sidewalk Clearance – Approved by the Board on July 16, 2015

To provide for unimpeded pedestrian traffic on sidewalks within the Riversbend Subdivision, the airspace above the sidewalks in the Riversbend Subdivision will be kept clear of all obstructions, including vegetation or man-made structures, whether temporary or permanent, up to the height of a standard residential interior door (6'8"). Equipment necessary for maintenance of the yard, landscaping, sprinklers, and the like are exempt from this rule during the period of active use of the equipment. Existing concrete edging strips or retaining walls that overlap the edge of a sidewalk by a few inches are grandfathered and exempt from this rule only until such time as they are removed or replaced.

Approved by the Board of Directors effective October 24, 2013

The style of the fence shall be shadow box or privacy, made of wood or vinyl. Fencing shall be 6ft. in total height. It shall have 1 ft. of latticework on top with ornate finials on all posts. The individual planks shall be 6 inches wide and the top and bottom rails shall be 6 inches wide as well. The fence shall sit flush with the ground. The color can be white or the same as the trim color of the house, or the house color. Location of fencing will be enforced as per existing covenant requirements. And, fencing specs for lot lines on the exterior of the subdivision will remain as per the covenants.