

This instrument prepared by:  
Edward Dicker, Esquire  
**DICKER, KRIVOK & STOLOFF, P.A.**  
1818 Australian Avenue So., Suite 400  
West Palm Beach, FL 33409  
(561) 615-0123

CFN 20040623390  
OR BK 17715 PG 0375  
RECORDED 11/02/2004 11:28:39  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court  
Pgs 0375 - 415; (41pgs)

**CERTIFICATE OF RECORDING AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HAMMOCKS TRAIL AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the aforesaid Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc., attached as Exhibit "1" to this Certificate was duly adopted as the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc. The original Declaration of Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc. are recorded in Official Records Book 6809, at Page 133, of the Public Records of Palm Beach County, Florida.

DATED this 14<sup>th</sup> day of October, 2004.

As to witnesses:

Mary Ann Lenn  
Witness

Kerry Faler  
Witness

**HAMMOCKS TRAIL AT RIVER BRIDGE  
HOMEOWNERS' ASSOCIATION, INC.**

By: George R. Greim  
President

Attest: Donald Victor  
Secretary

(SEAL)

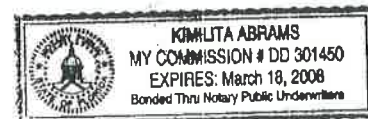
STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

BEFORE ME personally appeared George R. Greim, the President and Donald Victor, Secretary of Hammocks Trail at River Bridge Homeowners' Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 14<sup>th</sup> day of October, 2004.

Kim Lita Abrams  
Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)



110010110.01C

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HAMMOCKS TRAIL AT RIVER BRIDGE  
HOMEOWNERS' ASSOCIATION, INC.

Revised 9/17/04

# TABLE OF CONTENTS

	Page
I. DEFINITIONS	2
1. ARTICLES OF INCORPORATION OR ARTICLES	2
2. ASSESSMENTS	2
3. ASSOCIATION	2
4. BOARD OR BOARD OF DIRECTORS	2
5. BOARD OF GOVERNORS	2
6. BYLAWS	2
7. BYLAWS OF THE MASTER ASSOCIATION	2
8. CITY	2
9. COMMON AREA	3
10. COMMON EXPENSES	3
11. COMMON SURPLUS	3
12. COUNTY	3
13. DECLARATION	3
14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE OR MASTER ASSOCIATION DECLARATION	3
15. DECLARER	3
16. DEVELOPER	3
17. DEVELOPMENT ORDER	4
18. INSTITUTIONAL FIRST MORTGAGE	4
19. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE OR MORTGAGEE	4
20. LOT	4
21. MASTER ASSOCIATION	4
22. MASTER ASSOCIATION ASSESSMENT OR M.A. ASSESSMENT	4
23. MASTER ASSOCIATION DOCUMENTS	4
24. MEMBER	4
25. MEMBER OF THE MASTER ASSOCIATION	4
26. OWNER OR UNIT OWNER	5
27. PROPERTY	5
28. P.U.D. OR P.U.D. AGREEMENT	5
29. RESIDENTIAL UNIT OR UNIT	5
30. RIVER BRIDGE	5
31. SURFACE WATER MANAGEMENT SYSTEM	5
II. PROPERTY SUBJECT TO THIS DECLARATION	5
1. EXISTING PROPERTY	5
2. ADDITIONAL PROPERTY	5
III. PROPERTY RIGHTS	6
1. TITLE TO THE COMMON AREA	6
2. GENERAL EASEMENTS	6
IV. ASSOCIATION NETWORK	7
1. MASTER ASSOCIATION	7
2. ASSOCIATION	7

## TABLE OF CONTENTS

	<u>Page</u>
V. MEMBERSHIP AND VOTING RIGHTS	8
1. MEMBERSHIP	8
2. VOTING	8
VI. RIGHTS, DUTIES AND OBLIGATIONS	9
1. RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION	9
2. IMPLIED RIGHTS	10
VII. MAINTENANCE	10
1. MAINTENANCE OF THE COMMON AREA	10
2. MAINTENANCE BY THE OWNER	10
VIII. INSURANCE AND CASUALTY LOSSES	11
1. INSURANCE	11
2. LOSS OR DAMAGE TO THE COMMON AREA	11
3. REPAIR AND RECONSTRUCTION	11
4. OTHER INSURANCE	12
IX. CONDEMNATION	12
X. ASSESSMENTS AND LIEN	13
1. AUTHORITY OF ASSOCIATION	13
2. GENERAL ASSESSMENTS	13
3. BASIS AND COLLECTION OF GENERAL ASSESSEMENTS	13
4. SPECIAL ASSESSMENTS	14
5. INDIVIDUAL SPECIAL ASSESSMENTS	14
6. EMERGENCY SPECIAL ASSESSMENTS	14
7. EFFECT OF NONPAYMENT OF ASSESSMENTS	14
8. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE	15
9. EXEMPT PROPERTY	15
XI. ARCHITECTURAL STANDARDS	16
1. ARCHITECTURAL REVIEW BY THE ASSOCIATION	16
2. MODIFICATIONS COMMITTEE	16
XII. TRANSFER OF OWNERSHIP AND LEASING	17
1. NOTICE	17
2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS	17
3. FAILURE TO GIVE NOTICE	18
4. CERTIFICATES OF NOTICE AND APPROVAL	18
5. TRANSFERS VOID	18
6. EXCEPTIONS	18

## TABLE OF CONTENTS

	Page
XIII. PROHIBITED ACTIVITIES	19
1. GENERAL	19
2. COMMERCIAL ACTIVITIES	19
3. MOTOR BOATS	19
4. SWIMMING	19
5. CLOTHES DRYING AREAS	19
6. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE, ETC.	19
7. ARTIFICIAL VEGETATION	19
8. ANTENNAE AND AERIALS	19
9. LITTER	19
10. SUBDIVISION AND PARTITION	20
11. TEMPORARY BUILDINGS, ETC.	20
12. BOATS, MOTOR VEHICLES, TRAILERS, ETC.	20
13. SIGNS	20
14. ANIMALS AND PETS	20
15. BARBECUES	21
16. AUTOMOBILE STORAGE AREAS	21
17. INCREASE IN INSURANCE RATES	21
18. SIDE YARDS	21
XIV. REMEDIES, WAIVER AND SEVERABILITY	21
1. REMEDIES FOR VIOLATIONS	21
2. WAIVER AND FAILURE TO ENFORCE	22
3. SEVERABILITY	22
4. PROCEUDRE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF CERTAIN COVENANTS OF THIS DECLARATION	22
XV. MORTGAGEES' RIGHTS	24
1. NOTICES OF ACTION	24
2. FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISION	24
XVI. INDEMNIFICATION OF DIRECTORS AND OFFICERS	25

## TABLE OF CONTENTS

	<u>Page</u>
XVII. GENERAL PROVISIONS	26
1. AMENDMENT	26
2. ASSIGNMENT	26
3. OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING RIVER BRIDGE	26
4. HEADINGS, CAPTIONS AND TITLES	26
5. CONTEXT	26
6. ADDITIONAL USE RESTRICTIONS	27
7. RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENT REGULATIONS	27
8. EFFECTIVE DATE OF THIS DECLARATION	27
XVIII. TERM	27

HAMMOCKS TRAIL AT RIVER BRIDGE  
HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this 7<sup>th</sup> day of April, 1991, by HAMMOCKS TRAIL AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC. (the "Declarer"), joined by RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC. a Florida corporation not-for-profit (the "Master Association") and RIVER BRIDGE CORPORATION AND OLIVE TREE CORPORATION, both Delaware corporations qualified to do business in the State of Florida (collectively, the "Developer").

WITNESSETH:

WHEREAS, River Bridge was determined to be a Development of Regional Impact pursuant to Chapter 380, Florida Statutes and Greenacres City duly adopted a Development Order therefor on October 6, 1983, in the form of its Resolution 83-28, recorded on November 1, 1983, in Official Record Book 4075, Page 884, amended by Resolution 83-36, recorded on November 29, 1983, in Official Record book 4096, page 1351, both in the Public Records of Palm Beach County, Florida; and

WHEREAS, River Bridge is a Planned Unit Development in accordance with the Planned Unit Development Agreement between Greenacres City and Developer dated February 17, 1984, and recorded in Official Record Book 4186, page 1703, in the Public Records of Palm Beach County, Florida; and

WHEREAS, Developer, pursuant to said Planned Unit Development Agreement, has caused the Declaration of Protective Covenants and Restrictions for River Bridge to be recorded in Official Record Book 4221, Page 1759 in the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarer owns the real property which is more particularly described in Exhibit A attached hereto, which is a part of River Bridge and which is subject to the Declaration of Protective Covenants and Restrictions for River Bridge (the "Property"); and

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

NOW, THEREFORE, Declarer hereby declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments,

charges, liens and other provisions hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions.

## ARTICLE I

### DEFINITIONS

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

Section 1. ARTICLES OF INCORPORATION OR ARTICLES shall mean and refer to the Amended and Restated Articles of Incorporation of Hammocks Trail at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit attached hereto as Exhibit B and by reference made a part hereof, and as the same be amended and supplemented from time to time.

Section 2. ASSESSMENTS shall mean and refer to all general assessments, special assessments, individual assessments, emergency special assessments and all other fees, charges, fines and liens levied by the Association against Unit Owners for sums necessary to provide for the payment of all common Expenses and to supply funds for budgetary requirements of the Association and allocated among the Unit Owners.

Section 3. ASSOCIATION shall mean and refer to Hammocks Trail at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

Section 4. BOARD OR BOARD OF DIRECTORS shall mean and refer to the Board of Directors of the Association, which shall be responsible for the administration of the Association.

Section 5. BOARD OF GOVERNORS shall mean and refer to the Board of Governors of the Master Association.

Section 6. BYLAWS shall mean and refer to the Amended and Restated Bylaws of Hammocks Trail at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit, attached hereto as Exhibit C and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 7. BYLAWS OF THE MASTER ASSOCIATION shall mean and refer to the Bylaws of River Bridge property Owners' Association, Inc., a Florida corporation not-for-profit, the provisions of which were recorded on April 26, 1984, under Clerk's File No. 84090393 in Official Record Book 4221, commencing at Page 1795 and following in the Public Records of Palm Beach county, Florida, and by reference made a part hereof, and as the same may be amended and supplemented from times to time with all terms and provisions being expressly incorporated herein by this reference.

Section 8. CITY shall mean and refer to Greenacres City, an incorporated municipality created pursuant to Article VIII of the



Constitution of the State of Florida.

Section 9. COMMON AREA shall mean all personal and real property and improvements thereon owned by the Association for the common use and enjoyment of the Members.

Section 10. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth, herein, regarding the Common Area, or as may be otherwise determined by the Board of Directors.

Section. 11. COMMON SURPLUS shall mean and refer to all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues in excess of the amount of Common Expenses.

Section 12. COUNTY shall mean and refer to Palm Beach County, Florida.

Section 13. DECLARATION shall mean and refer to this Amended and Restated instrument and all Exhibits attached hereto, and as the same may be amended and supplemented from time to time.

Section 14. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE OR MASTER ASSOCIATION DECLARATION shall mean and refer to the terms and provisions of that certain Declaration of Protective Covenants and Restrictions for River Bridge dated April 17, 1984, and recorded April 26, 1984, under Clerk's File No. 84090393, in Official Record Book 4221, commencing at Page 1759 and following in the Public Records of Palm Beach County, Florida, as the same may be further amended and supplemented from time to time.

Section 15. DECLARER shall mean and refer to Hammocks Trail at River Bridge Homeowners' Association, Inc. and its successors and assigns, but shall not include a Unit Owner or a lessee of a unit who has acquired a unit or any interest therein from the Declarer.

Section 16. DEVELOPER shall collectively mean and refer to River Bridge Corporation, a Delaware corporation qualified to do business in the State of Florida, successor in interest to Pine Grove Corporation, and Olive Tree Corporation, a Delaware corporation qualified to do business in the State of Florida, together doing business as River Bridge, and their successors or assigns if any such successor or assign acquires any right, title or interest to or in all or any portion of River Bridge, as hereinafter defined, from the Developer for the purpose of development and is designated by recorded documents executed by the Presidents or any other Officers of both River Bridge Corporation and Olive Tree Corporation as the Developer, and shall also refer to any assignee of River Bridge Corporation and/or Olive Tree Corporation, under the P.U.D. Agreement as hereinafter defined.

Section 17. DEVELOPMENT ORDER shall mean and refer to the Development Order adopted by Greenacres City on October 6, 1983, in the form of its Resolution 83-28, recorded on November 1, 1983, in Official Record Book 4075, page 884, as amended by Resolution 83-36, recorded on November 29, 1983, in Official Record book 4096, Page 1351, both in the Public Records of Palm Beach County, Florida.

Section 18. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit held by a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, the Declarer, its subsidiaries or affiliates or any other recognized lending institution.

Section 19. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE OR MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage which is also a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, the Declarer, or any other recognized lending institution.

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

Section 21. MASTER ASSOCIATION shall mean and refer to River Bridge Property Owners' Association, Inc., a Florida Corporation Not-For-Profit, its successors and assigns.

Section 22. MASTER ASSOCIATION ASSESSMENTS OR M.A. ASSESSMENT shall mean and collectively refer to a share of the funds required for the payment of expenses incurred by the Master Association in accordance with the Master Association Documents, as hereinafter defined, special assessments, emergency special assessments, and all other fees, charges and fines levied by the Master Association.

Section 23. MASTER ASSOCIATION DOCUMENTS shall mean and refer to the Planned Unit Development Agreement, the Master Association Declaration, and the Articles of Incorporation of the Master Association and Bylaws of the Master Association, as all of such terms may be defined herein, and as all of the same may be amended and supplemented from time to time.

Section 24. MEMBER shall mean and refer to every Unit Owner who shall be required to hold membership in the Association, upon acquisition of title to his Unit.

Section 25. MEMBER OF THE MASTER ASSOCIATION shall mean and refer to any association, condominium association, builder, the

Developer, or other individual or entity, who shall together comprise the membership of the Master Association, in accordance with the Master Association Documents. An Owner who acquires title to a Unit from the Declarer shall be a Member of the Association but not a member of the Master Association.

Section 26. OWNER OR UNIT OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property and shall not include those having merely a security interest for the performance of an obligation in the Property.

Section 27. PROPERTY shall mean the property described in Exhibit "A" and any additional property, which may be made subject to this Declaration by virtue of amendment hereto.

Section 28. P.U.D. OR P.U.D. AGREEMENT shall mean and refer to the Planned Unit Development Agreement between the City and the Developer, respectively, dated February 17, 1984, and recorded in Official Record Book 4186, Page 1703, in the Public Records of the County, as amended or as may hereinafter be amended.

Section 29. RESIDENTIAL UNIT OR UNIT shall refer to any dwelling Unit constructed on a Lot or Lots together with other improvements constructed thereon within the Property for use and occupancy as a residence by a single family.

Section 30. RIVER BRIDGE shall mean and refer to that Planned Unit Development which is located in Greenacres City, Palm Beach County, Florida, and is known as River Bridge, as same is legally described in the P.U.D. Agreement.

Section 31. SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the Development Order and the P.U.D. Agreement.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY. The initial property which shall be subject to this Declaration upon the recordation hereof in the Public Records of the County, is that property more particularly described in Exhibit "A" attached hereto.

Section 2. ADDITIONAL PROPERTY. The Association may, at any time and from time to time, subject additional property described in the P.U.D. to this Declaration by recording in the Public Records of the County an amendment to this Declaration describing such additional property.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. TITLE TO THE COMMON AREA. Title to the Common Area within the Property has been deeded by the Declarer to the Association.

Section 2. GENERAL EASEMENTS. Each of the following easements, as same may now or hereafter be shown on any plat or plats of record or in any other document filed as to any part of the Property, are hereby reserved and otherwise created and conveyed in favor of the Master Association, the Association, and all Owners and their respective licensees, invitees, grantees, successors, and assigns—unless said licensees, invitees, grantees, successors, and assigns are the subject of an action of the Board prohibiting their entry onto the Property, and are covenants and servitudes running with the title to the Property:

(a) Utilities. An easement for utilities, including, but not limited to, electricity, telephone, water and wastewater services, drainage, and irrigation systems, or as may be required for utility services, including the maintenance and operation of wells, well sites, and a system for drainage, irrigation and effluent areas in order to adequately serve all or any part of the Property, and all improvements thereon.

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

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

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

(e) Ingress and Egress Easements for Lots. An easement for ingress and egress from and to each Lot, the Common Area and such other commercial and recreational facilities as may be hereinafter described.

(f) Security System. An easement for any security system

which may be constructed in or on the Property, or as may be required for security purposes by the Board in order adequately to secure all or any portion of the Property, and any improvements thereon.

(g) Construction. An easement to enter upon, through and over and use any portion of the Property in connection with any construction on the Property, or elsewhere within River Bridge as determined by the Association, or through the date of this Amended and Restated Declaration, the Developer.

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

(i) Easements for the Association. Through the date of this Amended and Restated Declaration, the Declarer and the Developer, and from creation, the Association shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Declarer, the Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

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

#### ARTICLE IV

##### ASSOCIATION NETWORK

Section 1. MASTER ASSOCIATION. The Developer has caused to be incorporated River Bridge Property Owners' Association, Inc., a Florida corporation not-for-profit, in accordance with the Articles of Incorporation of the Master Association, recorded in Official Record Book 4221 at Page 1815 of the Public Records of Palm Beach County, Florida.

Section 2. ASSOCIATION. The Declarer has caused to be incorporated, Hammocks Trail at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit, in accordance with the Articles of Incorporation, a copy of which is attached hereto and made a part hereof as Exhibit "B". The Association has not been formed, organized, or incorporated in such a manner to qualify for tax-exempt status under any provision of the Internal Revenue Code. It shall have the duties imposed in its Articles of Incorporation and Bylaws, and in accordance with this Declaration. The Association is vested with primary authority and control over all of the Common area and is the owner of all real and

personal property own as the

Common Area. The Association is the organization with the sole responsibility to make and collect Assessments from all Members, which Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any owner, as more fully set forth in Article X of this Declaration. The charges levied by the Master Association are separate, apart and in addition to the charges referred to herein. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the Public Records of the County. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

Section 2. VOTING. The Association shall have one class of voting membership.

Members shall be all Owners and shall be entitled to one vote for each Lot owned. In the event a lot is owned by more than one individual or by a corporation or other entity, the Member shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If the certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

## ARTICLE VI

### RIGHTS, DUTIES AND OBLIGATIONS

#### Section 1. RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

The operation of the Property shall be vested in the Association and exercised pursuant to the Association documents and subject to control by the master Association as exercised pursuant to the Master Association Documents, and further subject to the Master Association Documents, Association documents and to any other agreements, easements or restrictions affecting title to these lands and to which Declarer is a party. Every Unit Owner, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Master Association Documents and the Association documents. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Property.

No Unit Owner, except as a duly authorized officer or Director of the Association, shall have any authority to act for or on behalf of the Association.

The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association, but, in addition thereto, the Association shall have all the powers and duties set forth in Chapters 607, 617 and 720 Florida Statutes as amended from time to time, as well as all powers and duties granted to or imposed upon it by this Declaration. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and Regulation of the Association; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, and as all of the same may be amended and supplemented from time to time. The Master Association Documents shall take precedence over Association documents except where Association documents are more stringent in their requirements.

Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association is expressly required in the Association documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Unit Owners, and the Board of Directors may so approve and act through the proper Officers of the Association without a specific resolution, subject in all events to the provisions of the Master Association Documents. When an

approval or action of the Association is permitted to be given or taken pursuant to the Master Association Documents and/or the Association Documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Master Association Documents and/or the Association Documents as the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal provided the same does not violate the requirements of the Master Association Documents and/or the Association Documents.

No person shall use the Common Area in any manner contrary to, or not in accordance with, the Rules and Regulations which may be promulgated by the Association, or the Master Association, or such traffic regulations which may be adopted by the Association.

Section 2. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE VII

### MAINTENANCE

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

- (a) Such security system, guardhouse(s) and other security facilities, if any, which shall be operated and maintained for the benefit of all Members of the Association.
- (b) All streets and streetscape within the Common Area of the Association.
- (c) All other improvements which may be constructed within the Common Area.

Section 2. MAINTENANCE BY THE OWNER. The responsibility of each Owner to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board and, in accordance with the requirements of the Master Association Declaration shall be as follows:

- (a) To maintain, protect, repair and replace, at his own cost and expense, all portions of his Lot together with all improvements, including landscaping and equipment located thereon, except any



portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance protection, repair and replacing shall be done without disturbing the rights of other owners. In the event that an Owner shall fail to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a reasonable right of entry to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property, any expenses incurred by the Association in performing any such maintenance shall be charged to the Owner and to the extent permitted by law will be treated as an individual Special Assessment against the Owner and the Owner's unit

(b) Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the Property which are in common view without the prior written approval of the Board of Directors and additionally as may be required by the Master Association Declaration;

(c) To report promptly to the Association or the Master Association any defect or need for repairs, maintenance or replacements for which the Association, or the Master Association is responsible.

## ARTICLE VIII

### INSURANCE AND CASUALTY LOSSES

Section 1. INSURANCE. The Association is hereby authorized to purchase insurance on the Common Area in such amounts and with such companies as the Board shall deem appropriate, which shall include a liability policy covering the Common Area with a liability limit of at least one million (\$1,000,000) dollars.

Section 2. LOSS OR DAMAGE TO THE COMMON AREA. In the event of loss or damage to the Common Area, which loss or damage is covered by insurance, the proceeds shall be paid to the Association as insurance trustee for the Members to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of the Common Area, and any remaining insurance proceeds shall then be prorated on an equal basis to all Members.

Section 3. REPAIR AND RECONSTRUCTION. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Members. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 4. OTHER INSURANCE. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, hazard insurance and worker's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

## ARTICLE IX

### CONDEMNATION

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

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

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

## ARTICLE X

### ASSESSEMENTS AND LIEN

Section 1. AUTHORITY OF ASSOCIATION. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

Section 2. GENERAL ASSESSMENTS. General assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Area, and for the purpose of promoting the safety and the welfare of the Members. Without limiting the foregoing, general assessments shall be used for the payment of: operation, maintenance and management of the Association and the Common Area; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees; maintenance of the streets and streetscape within the Property; security costs; reasonable management fees; normal repairs and replacements; charges for utilities used upon the Common Area; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for reasonable management, maintenance, repair, operation and enforcement.

Section 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS. The Association through its Board of Directors shall annually estimate the Common Expenses it expects to incur and period of time involved therein and shall assess its Members sufficient monies to meet this estimate. General assessments shall be collected in advance monthly or otherwise as the Board in its sole discretion may determine.

It shall be the duty of the Board, at least sixty (60) days, but no more than ninety (90) days, prior to the commencement of the fiscal year and thirty (30) days before the meeting at which the budget shall be presented to the Membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include operating accounts or reserve funds as the Board deems appropriate. The Board shall mail a notice of the time and place of the meeting and copies of the proposed annual budget of Common Expenses to each Member not less than 14 days prior to the meeting at which the budget will be considered. The meeting shall be open to all Members. If the proposed budget requires assessments against the Members in any fiscal or calendar year which exceed 115% of the Assessments for the preceding year, the Board, upon written application of 10% of the Members shall call a special meeting of the Members within 30 days, upon not less than 10 days written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all the Members. The Board may propose a revised budget to the Members at the Special Meeting, or in writing, and if the Board's revised budget is approved by a majority of all the Members, the budget shall be adopted. If a special budget meeting has been called and a

quorum is not obtained, or a substitute budget is not adopted by the Members, then the budget initially proposed by the Board shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacements of the Property or anticipated expenses by the Association which are not anticipated to be incurred on a regular basis, shall be excluded from the computation.

Section 4. SPECIAL ASSESSMENTS. The Association shall have the power and authority to levy and collect a special assessment from Members for all reasonable purposes including, but not limited to, the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Common Area; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association. A special assessment shall be collectable in such manner as the Board of Directors shall determine. If a special assessment shall exceed the general assessment for the Member in that year in which the special assessment is to be held, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists as defined in the Bylaws and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of a majority of the votes present in person or by proxy.

Section 5. INDIVIDUAL SPECIAL ASSESSMENTS. In addition to general and special assessments, to the extent permitted by law, the Association has the right to levy against each lot and Individual Special Assessment to collect reasonable costs incurred by the Association in the remedying a Lot Owners non-compliance with any provision of this Declaration, including but not limited to the collection of fines.

Section 6. EMERGENCY SPECIAL ASSESSMENTS. The Association may levy an emergency special assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special assessments may be used to pay for preventive, protective, or remedial construction, reconstruction, improvements, repairs, or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods and fires. Emergency special assessments shall be collectable from Members in such manner as the Board of Directors shall determine.

Section 7. EFFECT OF NONPAYMENT OF ASSESSMENTS. The Association is hereby granted the right to impose liens upon each and every Lot and upon all appurtenances thereto and improvements thereon, which liens shall secure and do secure the monies for all Assessments now or hereafter levied against the Owner of such Lot.

Such liens shall also secure interest and any charges and late fees due and owing on any delinquent Assessment, as may be determined by the Board. Such liens shall also secure all costs and expenses of collection, including reasonable attorneys' fees whether suit be brought or not, which may be incurred by the Association, in enforcing the lien. The Association is hereby granted the right to accelerate the balance of the calendar year's Assessment and to consolidate said balance with any delinquent amount. The lien for Assessments shall be a charge on the land and a continuing lien upon the Lot against which each such Assessment is made. In addition, each Member shall be personally liable to the Association, for the payment of all Assessments, of whatever nature, including interest and any charges and late fees or delinquent Assessments and together with all costs and expenses of collecting such Assessments including reasonable attorneys' fees whether suit be brought or not, which may be levied by the Association, while such party or parties is a Member.

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

The lien for delinquent Assessments shall remain attached to the Residential Unit until discharged, as provided herein. A Member may not waive or otherwise avoid liability for the Assessments provided for herein by non-use of the Common Area or by abandonment of its Lot or the Common Area.

Section 8. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE. The lien for Assessments shall be subordinate and inferior to any recorded Institutional First Mortgage. The Association may, but shall not be obligated to, maintain a register of Institutional First Mortgagees. The written statement of the Association that a lien of the Association is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 9. EXEMPT PROPERTY. The Board of Directors shall exempt the following property in River Bridge from general, special and emergency special assessments, charges and liens created herein if such property is used, and so long as such property is used for the purposes set forth in this Declaration. Nothing contained herein shall exempt the properties described in this Section from the requirements as provided in Article VII of this Declaration. The following property is property for the benefit of all Members and residents and shall be exempt from general, special and emergency special assessments, and charges and liens related thereto. Costs related to these properties shall be included in the

Assessments made to the Members:

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

(b) The Common Area.

(c) To the extent agreed to by the Board of Directors, all portions of the Property which are exempt from ad valorem taxation by the laws of the State of Florida.

## ARTICLE XI

### ARCHITECTURAL STANDARDS

Section 1. ARCHITECTURAL REVIEW BY THE ASSOCIATION. The Association ARB shall have exclusive jurisdiction in aesthetic matters over all original construction on any portion of the Property. The Board of Directors shall prepare, promulgate and publish architectural standards and procedures, which the resident/homeowners shall be required to comply with. The Board of Directors shall have full authority to prepare and to amend the standards and procedures as it deems appropriate.

Section 2. MODIFICATIONS COMMITTEE. The Modifications Committee (the "M.C.") of the Board of Governors shall have exclusive jurisdiction of modifications, additions, or alterations made on or to existing Residential Units or structures and the open space, if any, appurtenant thereto and any other improvements made upon the Property subject to final review by the Board of Governors; provided, however, that the M.C. may delegate this authority, subject to the M.C.'S review, to the appropriate board or committee of any association or condominium association subsequently created, or so long as the M.C. has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the M.C. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the M.C.

The M.C. shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following guidelines shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, addition, or alterations, shall be submitted to the M.C. for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an

owner to remodel the interior of his residence, or to paint the interior of his residence any color desired, unless said remodeling or painting is determined by the M.C. to be in conspicuous view, mandating the necessity of M.C. approval. In the event that the M.C. fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

## ARTICLE XII

### TRANSFER OF OWNERSHIP AND LEASING

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

#### Section 1. NOTICE

(a) Sale. A Member intending to make a bona fide sale of his Residential Unit, or any interest therein, shall give to the Master Association, with a copy to the Association, notice of such intention, in writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Master Association and the Association may reasonably require.

(b) LEASE. Any Member intending to make a bona fide lease of his Residential Unit, or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease, a form designated by the Board and such other information concerning the intended lease or lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than six (6) months. Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The Member shall be responsible for the payment of all Assessments. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease

#### Section 2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS.

An owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give to the Master Association, with a copy to the Association, notice of the acquisition of title, together with such information concerning the

Owner as the Association and the Master Association may require.

Section 3. FAILURE TO GIVE NOTICE. If the above required notice to the Master Association and the Association is not given, the Association may deny the unauthorized Owner, lessee or occupant of a Residential Unit the use of the Common Area, and may take such other action at law and/or equity to divest the unauthorized Owner, lessee or occupant of record title and/or possession of the Lot and the Residential Unit situated thereon.

Section 4. CERTIFICATE OF NOTICE AND APPROVAL.

(a) Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and information, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association. The Association shall have the right to charge the Member a fee not to exceed fifty (\$50.00) dollars for the processing of this information.

(b) In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, agents, licensees or invitees are not in compliance with any provisions of this Declaration, the Master Association Declaration, or any Rules and Regulations adopted by the Association or the Master Association, the Master Association and the Association shall each have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10) days after receipt of notice and information. In the event the delinquent Assessment is paid or the violation is corrected, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association, within ten (10) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected.

Section 5. TRANSFERS VOID. Any sale, lease, gift, devise, or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Notice and Approval of the Association is subsequently obtained.

Section 6. EXCEPTIONS. The foregoing provisions of this Article shall not apply to any Institutional First Mortgagee that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.



## ARTICLE XIII

### PROHIBITED ACTIVITIES

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

Section 2. COMMERCIAL ACTIVITIES. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto as are more particularly defined in the Residential Use Guidelines for River Bridge, or as may be permitted under the P.U.D. Agreement.

Section 3. MOTOR BOATS AND SWIMMING. All motor boats and other motor powered vehicles shall be expressly prohibited for use in the waterways at River Bridge, excepting at the time necessary for maintenance.

Section 4. SWIMMING. THERE IS ABSOLUTELY NO SWIMMING ALLOWED IN THE WATERWAYS.

Section 5. CLOTHES DRYING AREAS. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless totally camouflaged from public view.

Section 6. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE, ETC. No sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made which results in any permanent change in the flow or drainage of surface water of or within River Bridge, without the prior written consent of the Board, and the South Florida Water Management District.

Section 7. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 8. ANTENNAE AND AERIALS. Except as may be permitted by the Board, no antennae, aerials or cable reception equipment shall be placed or erected upon the Property or affixed in any manner to the exterior of any building.

Section 9. LITTER. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed

containers, dumpsters or other garbage collection facilities deemed suitable by the Board for curb side pickup as required, but no sooner than 12 hours before the scheduled pickup. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

Section 10. SUBDIVISION AND PARTITION. The Lots shall not be subdivided further than as provided in this Declaration or in any plat of the Property.

Section 11. TEMPORARY BUILDINGS, ETC. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Property except in connection with construction, permitted under this Declaration or with the prior written consent of the Board.

Section 12. BOATS, MOTOR VEHICLES, TRAILERS, ETC. No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, except in connection with construction activities permitted under this Declaration, not including four-wheel passenger automobiles, shall be parked or stored on the Property except within a Residential Unit or designated parking areas, unless for temporary periods when lawful and permitted work is being conducted on the property, (e.g., deliveries or repairs to a Residential Unit) but in no event overnight, and except for such four-wheel noncommercial vehicles that the Association shall specifically approve in writing prior to their being placed, parked or stored on the Property. No maintenance or repair work shall be performed on or upon any of the above named vehicles, except within a Residential Unit and totally isolated from public view. In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section, and, in addition, the right to tow away, or cause to be towed away, any boat, motor vehicle, trailer, etc., placed, parked or stored within the Property in violation of this Section. The amount of the fines and procedures for towing shall be established by the Board in its sole discretion. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member and shall become a lien upon his Lot or Residential Unit and shall become effective, and shall be enforced and collected, in the manner provided in Articles VII relating to the maintenance of the Property.

Section 13. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit except with prior written consent of the Board.

Section 14. ANIMALS AND PETS. Only common household pets may be kept upon any Lot or Residential Unit, but in no event for the

purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. Each pet owner MUST pick up their animal waste immediately and dispose of it in an appropriate waste receptacle.

Section 15. BARBECUES. Residents and their guests shall be permitted to locate and use moveable barbecues upon their respective Lots, provided they are located and used to the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time to time by the Board, and shall be subject to any city, State or County requirements.

Section 16. AUTOMOBILE STORAGE AREAS. No automobile garage shall be enclosed or converted to another use.

Section 17. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property not owned by the Member.

Section 18. SIDE YARDS. No fences, walls, or other permanent/fixed structures are permitted within the side yard area of each Lot, and no more than one air conditioner unit is permitted between two Residential Unit buildings.

#### ARTICLE XIV

##### REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give to the Association and/or any aggrieved Members jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants, and/or to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the Member who is the subject of the litigation, or by the Association provided such proceeding results in a finding that such party was in violation of this Declaration or a part thereof. Expenses of litigation shall include, but not be limited to, reasonable attorney's fees incurred by the party or parties in seeking such enforcement.

The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee,

employee or agent of a Member causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member shall be deemed to have caused such damage. Any fine, imposed in accordance with this Section shall be a personal obligation of the Member and shall constitute a charge against its Lot or Residential Unit until paid.

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

The Board shall have the authority to impose or confirm fines and/or an Individual Assessment upon any Member or occupant who violates the terms of this Declaration, as same may be established, and as permitted by law. The imposition of fines and/or Individual Assessments shall only be made in accordance with the terms of Section 4 of this article.

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

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

Section 4. PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF CERTAIN COVENANTS OF THIS DECLARATION. The Association shall not impose a fine (a late charge does not constitute a fine), Individual Assessment, or suspend voting rights of a Member or occupant for the violation of the terms and covenants of this Declaration, Bylaws or any Rules or Regulations which may be promulgated by the Association unless and until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from an

alleged violation shall be provided by the Association upon the Member or occupant or other person allegedly in violation which shall specify:

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

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

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

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

results of the hearing and the sanction, if any, imposed.

## ARTICLE XV

### MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders of Institutional First Mortgages on Residential Units within the Property. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws of the Association. Notwithstanding the requirements of Article XIX, the Board may amend the terms and provisions of this Article without the consent of the Owners.

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

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

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

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

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

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

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

transfer within the meaning of this subsection.

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

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

(d) fail to maintain all risk coverage insurance, as may be required by this Declaration; or

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

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

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

#### ARTICLE XVI

##### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Every Director and Officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or which he may become involved by reason of his being or having been a Director or Officer, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer, is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement

and reimbursement being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, but

not exclusive of all other rights to which such Officer or Director, may be entitled. This obligation shall be funded by Directors and Officers liability insurance as is reasonably available wherever possible which insurance shall be a Common Expense of the Members.

## ARTICLE XVII

### GENERAL PROVISIONS

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

The Declaration may be amended at any time and from time to time upon the consent by Members holding not less than sixty (60%) percent of the voting interests of the membership.

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

Section 2. ASSIGNMENT. All of the rights, powers, obligations, easements and estates reserved by, or granted to the Declarer or the Association, may be assigned by the Declarer or the Association, respectively, as the case may be. Any assignment after the effective date of this Amended and Restated Declaration by the Declarer must be approved in writing by the Association. After such assignment, the assigned shall have the same rights and powers, and be subject to the same obligations and duties as were the Declarer or the Association prior to the assignment, and the Declarer and the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates arising after such an assignment.

Section 3. OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING RIVER BRIDGE. Every Owner, by virtue of his acceptance of the deed of conveyance to his Lot or Residential Unit and other parties by virtue of their occupancy or use of any part of the Property, hereby approve all of the terms and conditions, duties and obligations contained in this Declaration and all Exhibits thereto, and in the Master Declaration, and all Exhibits thereto.

Section 4. HEADINGS, CAPTIONS AND TITLES. The headings, captions and titles contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument. they shall in no way affect the subject matter or any of the terms and provisions under them nor the terms and provisions of this Declaration.

Section 5. CONTEXT. Whenever the context so requires or



admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form and the singular form of any nouns and pronouns may be deemed to mean the

corresponding plural form, and vice versa.

Section 6. ADDITIONAL USE RESTRICTIONS. Additional use restrictions may be filed and imposed by the Association in connection with the recordation of any plat affecting all or any part of the Property, provided the same are not inconsistent with the provisions hereof.

Section 7. RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENT REGULATIONS. Where the covenants and restrictions set forth in this Declaration impose minimum standards in excess of government building or zoning regulations, these covenants and restrictions shall prevail.

Section 8. EFFECTIVE DATE OF THIS DECLARATION. This Declaration shall become effective upon its recordation in the Public Records of the County, and shall be construed in accordance with the laws of the State of Florida.

#### ARTICLE XVII

##### TERM

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

IN WITNESS WHEREOF, the Declarer has caused this instrument to be executed in its name by its undersigned duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.

##### DECLARER:

HAMMOCKS TRAIL AT  
RIVER BRIDGE  
HOMEOWNERS' ASSOCIATION, INC.

Attest: \_\_\_\_\_

By \_\_\_\_\_  
Richard N. Kleisley  
Vice President  
Division Manager  
BY \_\_\_\_\_  
Secretary

(Corporate Seal)

STATE OF FLORIDA )

) SS:

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to take acknowledgments, personally appeared Richard N. Kleisley, and James A. Schuetz, who are the President and Treasurer, respectively, of Hammocks Trail at River Bridge Homeowners' Association, Inc., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument in the name of and on behalf of said corporation; that as such corporate Officers, they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 7<sup>th</sup> \_\_\_\_ day of May, 1991\_\_\_\_\_.

Sharon Musgrove (signed)  
Notary Public, State of  
Florida at Large  
My Commission Expires:  
8/30/93

31714948

EXHIBIT "A"

LEGAL DESCRIPTION

---

A portion of Parcel 2F, River Bridge P.U.D. Plat 2, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida, which Property shall consist of not less than \_\_\_\_\_ lots.

EXHIBIT "B"

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF

HAMMOCKS TRAIL AT RIVERBRIDGE HOMEOWNERS  
ASSOCIATION, INC.

EXHIBIT "C"

AMENDED AND RESTATED BYLAWS OF  
HAMMOCKS TRAIL HOMEOWNERS' ASSOCIATION, INC.

JOINDER BY RIVER BRIDGE CORPORATION

River Bridge corporation, a Delaware corporation qualified to do business in the State of Florida, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc.

RIVER BRIDGE CORPORATION

Attest: /S/  
Laura Brewer Freeman  
Assistant Secretary

By: /S/S  
J. H. Darnall  
Vice President  
General Manager

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared J. H. Darnall and Laura Brewer Freeman, who acknowledged before me that they, as officers of said corporation, executed this Joinder, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 18<sup>th</sup> day of March, 1991.

/S/ Myrna J. Woods  
Notary Public  
State of Florida

My Commission Expires:  
5/15/92

JOINER BY OLIVE TREE CORPORATION

Olive Tree Corporation, a Delaware corporation qualified to do business in the State of Florida, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc.

OLIVE TREE CORPORATION

Attest: Laura Brewer Freeman  
Assistant Secretary

By: J. H. Darnall  
Vice President/  
General Manager

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared J. H. Darnall and Laura Brewer Freeman, who acknowledged before me that they, as officers of said corporation, executed this Joinder, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 18<sup>th</sup> day of March, 1991.

Jeannie Woods (signed)  
Notary Public  
State of Florida

My Commission Expires:  
5/15/92

JOINDER BY RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

River Bridge Property Owners' Association, Inc., a Florida corporation qualified to do business in the State of Florida, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc.

RIVER BRIDGE PROPERTY  
OWNERS' ASSOCIATION, INC.

Attest: Laura Brewer Freeman  
Assistant Secretary

By: J. H. Darnall  
President

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared J. H. Darnall and Laura Brewer Freeman, who acknowledged before me that they, as officers of said corporation, executed this Joinder, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 18<sup>th</sup> day of March, 1991.

Myrna J. Woods (signed)  
Notary Public  
State of Florida

My Commission Expires:  
5/15/92



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

Pursuant to Sections 48.091 and 617.023, Florida Statutes (1983), the following is submitted in compliance with said Statutes:

THAT, HAMMOCKS TRAIL AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal offices at 1806 Old Okeechobee Road, Suite 1, West Palm Beach, Florida 33409, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated Association, at the place designated in this Certificate, Richard N. Kleisley hereby accepts the responsibility to act in this capacity, and agrees to comply with the provisions of said Statute relative to keeping open said office.

Dated this 7<sup>th</sup> day of April, 1991.

By: \_\_\_\_\_

Richard N. Kleisley  
Registered Agent - Florida