

PREPARED BY AND RETURN TO:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RIVERMILL

PALM BEACH COUNTY, FLORIDA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERMILL, is made on this 11th day of August, 2000, by CENTEX HOMES, a Nevada general partnership, hereinafter referred to as the "Declarant", and joined by RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation hereinafter referred to as the "Association".

RECITALS

WHEREAS, Declarant is the owner of certain real property in Palm Beach County, Florida ("County"), described in Exhibit "A", attached hereto (the "Property"); and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property; and to provide for a reasonable and flexible procedure for the overall development of the Property and to establish a method of administration, maintenance, preservation, use and enjoyment of the Property; and

WHEREAS, Declarant has caused the Rivermill Homeowners Association, Inc., to be formed as a Florida non-profit corporation to own, operate, and maintain the Common Area, as defined below, and to administer and enforce the provisions of this Declaration; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, Declarant, declares that the Property and any additional property hereinafter subjected to this Declaration by Supplemental Declaration (as defined in Article 1 below) shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, which shall run with the Property, and be binding on all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors, successors-in-title, licensees, invitees, and assigns. By acceptance of a deed or other instrument evidencing an ownership interest, each Owner, Builder and Declarant accepts membership in the Rivermill Homeowners Association, Inc., acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association.

PLAN OF DEVELOPMENT

The Rivermill Community plan for development contemplates the construction of a residential community and the establishment of common areas intended to be available for the benefit of all of the residential community planned for development thereon all in the manner as, and subject to the reservations of rights, set forth in this Declaration. Among other things, the Declaration (a) requires the Association (defined in Article I, Section 1.3.) to maintain and care for the Common Areas (defined in Article I, Section 1.7.); (b) compels membership in the Association by the Owners

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(defined in Article I, Section 1.20.); (c) provides for the promulgation of assessments and enforcement by lien of collection of payment therefor; (d) affords Owners of Lots non-exclusive rights to the use and enjoyment of the Common Property (defined in Article I, Section 1.7.); (e) provides for various use restrictions.

The plan of development contemplates two specific residential areas within the Rivermill Community identified as Country Estates at Rivermill and Country Glen at Rivermill. The initial area of the Property designated as Country Estates at Rivermill is described on Exhibit "C" attached hereto and is initially designated for the development of detached single family homes as shown on the Site Plan for the Property. The initial area of the Property designated as Country Glen at Rivermill is described on Exhibit "D" attached hereto and is initially designated for the development of attached townhomes as shown on the Site Plan for the Property. The Site Plan is subject to change, and references to the Site Plan as it exists as of the date of recording this Declaration are for the purpose of identifying the various Lots and Common Areas which may be subjected by Declarant to the provisions hereof, and shall not be deemed to obligate the Declarant to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities. All Units within the Property shall be subject to the Rivermill Declaration, the Articles (defined in Article I, Section 1.2.) and the Bylaws (defined in Article I, Section 1.6.). The Residential Area identified as Country Glen at Rivermill shall in addition to this Declaration and this Association be submitted and subject to a Neighborhood Association and a Neighborhood Declaration for Country Glen at Rivermill by which the Owners of Lots and Units in the residential area designated Country Glen at Rivermill shall be members of the Neighborhood Association and be subject to additional covenants, restrictions and easements as set forth in said Neighborhood Declaration for the Country Glen at Rivermill residential area (a/k/a the Country Glen at Rivermill Neighborhood). The residential area identified as Country Estates at Rivermill is subject only to this Declaration and is not subjected to an additional neighborhood declaration or neighborhood association. In the event of annexation of additional property as described in Article 2, Section 2.2, the Supplemental Declaration shall designate the Residential Area to which the additional property is submitted.

The Declarant intends to develop the Property in accordance with the Plat, but hereby reserves the right to modify the Plat) from time to time in its sole discretion and at its option but always in accordance with applicable regulatory requirements. The Declarant shall not be required to follow any predetermined order of improvement and development within the Plat or Property. Declarant reserves the right to make such changes and modifications to the Plat and or Site Plan as Declarant deems necessary or desirable in connection with the development of the Property.

ARTICLE 1

DEFINITIONS

Section 1. Definitions: The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1. "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors of the Association described in Article 7 of this Declaration.

1.2. "Articles of Incorporation" or "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation for Rivermill Homeowners Association, Inc., a Florida not-for-profit corporation. A copy of the Articles filed with the State of Florida is attached hereto as Exhibit "E".

1.3. "Association" shall mean and refer to Rivermill Homeowners Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein.

1.4. "Board" shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

1.5. "Builder" shall mean and refer to Centex Homes, a Nevada general partnership and any other residential building company acquiring Lots from the Declarant for the purpose of construction and sale of Units.

1.6. "Bylaws" shall mean and refer to the Bylaws of the Rivermill Homeowners Association, Inc. A copy of the Bylaws is attached hereto as Exhibit "F".

1.7. "Common Area" or "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated by plat, deeded or leased to the Association for the use and enjoyment of all Owners of Lots or Units, as herein defined, and designated in said plat dedication, deed or lease as "Common Property" or "Common Area." The term "Common Property" shall also include any personal property acquired by the Association for the use and benefit of the Members. The Common Areas may include, without limitation, Surface Water Management System, open space areas, Recreational Areas and improvements thereon, internal buffers, community entrance features, perimeter buffers, improvements, easement areas owned by others, additions, lakes, fountains, irrigation pumps, irrigation lines, parks, sidewalks, streets, (excluding those streets, sidewalks, and open space areas and improvements owned or to be owned by a Neighborhood Association), street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceways, features, entrance gates, and any community Monitoring System. The initial Common Property to be owned, operated and maintained by the Association pursuant to this Declaration for the use and benefit of the Owners includes without limitation all those tracts and parcels of land described in Exhibit "B" attached hereto. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

1.8. "Common Maintenance Areas" or "Areas of Common Responsibility" shall mean and refer to the Common Area, and any personal property located thereon, and those areas, if any, for which the Association has or assumes maintenance responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contract, permits or agreements.

1.9. "Declarant" shall mean Centex Homes, a Nevada general partnership, and its successors and assigns who take title to any portion of the Property for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Rivermill, as it may be amended or supplemented from time to time.

1.11. "Expenses" shall mean the actual and estimated expenses incurred by the Association for the benefit of Owners of Units, and incurred in administering the duties and obligations of the Association as described in this Declaration, and which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board and as more particularly authorized herein.

1.12. "Institutional Lender" shall mean and refer to the owner and holder of a Mortgage encumbering a Unit or Lot, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Department of Veterans Affairs, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

1.13. "Lake" shall mean the natural or manmade body of water identified on the Plat of Rivertmill, as amended from time to time, including Tracts "L1," "L2," and "L3." All Lakes shall be subject to the Surface Water and Storm Water Management System. Tracts "L1," "L2," and "L3" are subject to the Littoral Zone Restrictive Covenant Agreement recorded in Official Records Book 11562, Page 1450, Palm Beach County, Florida, Public Records.

1.14. "Lot" shall mean any one of the plots of land designated a "Lot" (each of which bears a separate identification number) creating a single-family homesite as delineated on the Plat, upon which has been or in the future will be located an attached or detached single-family residential dwelling.

1.15. "Member" shall mean and refer to all those persons or entities who are members of the Association as provided in Article 3 hereof.

1.16. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

1.17. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

1.18. "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association. If available from the records of the Association, notices to an Owner will be sent to a tenant of Owner occupying the Unit. Notice to one of two or more co-owners shall constitute notice to all Owners.

1.19. "Open Space" shall mean an exterior open area from the ground upward devoid of residential and commercial buildings, accessory structures, fences, walks and impervious areas. Tracts "OS1" through "OS8," both inclusive, are designated "Open Spaces." Tract "OS6" and Tract "OS7," are subject to the Lakeworth Drainage District Easement shown on the Plat and the provisions set forth in instrument recorded in Official Records Book 11655, Page 22 of the Public Records of Palm Beach County, Florida. Notwithstanding anything to the contrary herein contained: (a) the lift station situate within Tract "OS3" together with fencing, walls and/or shrubbery for the purpose of screening the lift station are permitted improvements; and (b) fencing, walks, landscaping, and irrigation system within the twenty (20) foot Buffer Easement shown on Tract "OS6" are permitted improvements.

1.20. "Owner" shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot or Unit located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.21. "Plat" shall mean and refer to the plat of Rivertmill recorded in Plat Book 88, at Pages 71 through 77 of the Public Records of Palm Beach County, Florida, as the same may be amended from time to time.

1.22. "Private Street" shall mean and refer to portions of the Property identified on the Plat as Tracts "A," "B," "C" and "D", being streets providing nonexclusive vehicular and pedestrian access to the Units and Common Area. "Driveway Tracts" shall mean and refer to portions of the Property identified on the Plat as Tracts "E" and "F", providing nonexclusive vehicular and pedestrian access to the Units and Common Area.

1.23. "Property" shall mean and refer to the real property described on the attached Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and made subject to this Declaration.

1.24. "Recreational Areas" shall mean and refer to Tracts R1, R2, and R3 shown as recreational areas on the Plat, and shall be used for the common benefit and enjoyment of the Members of the Association, and their invitees and guests.

1.25. "Residential Areas" shall mean and refer to two specific residential areas within the Rivermill Community identified as Country Estates at Rivermill and Country Glen at Rivermill. The initial area of the Property designated as Country Estates at Rivermill is described on Exhibit "C" attached hereto and is initially designated for the development of detached single family homes as shown on the Site Plan for the Property. The initial area of the Property designated as Country Glen at Rivermill also known as the Country Glen at Rivermill Neighborhood is described on Exhibit "D" attached hereto and is initially designated for the development of attached townhomes as shown on the Site Plan for the Property. The Site Plan is subject to change, and references to the Site Plan as it exists as of the date of recording this Declaration are for the purpose of identifying the various Lots and Common Areas which may be subjected by Declarant to the provisions hereof, and shall not be deemed to obligate the Declarant to do so, or be deemed to be a representation by Declarant as to the development of the Community or its amenities. The Residential Area identified as Country Glen at Rivermill shall in addition to this Declaration and this Association be submitted and subject to a Neighborhood Association and a Neighborhood Declaration for Country Glen at Rivermill by which the Owners of Lots and Units in Country Glen at Rivermill will be members of the Neighborhood Association and be subject to additional covenants, restrictions and easements as set forth in said Neighborhood Declaration. The residential area identified as Country Estates at Rivermill is subject only to this Declaration and is not subjected to an additional neighborhood declaration. In the event of annexation of additional property as described in Article 2, Section 2.2, the Supplemental Declaration shall designate the Residential Area to which the additional property is submitted.

1.26. "Rivermill" or "Rivermill Community" shall mean and refer to the name given to the planned residential community development on the Property inclusive of the residential areas containing single family detached homes designated Country Estates at Rivermill, and the residential areas containing attached townhomes designated Country Glen at Rivermill.

1.27. "Site Plan" shall mean and refer to the Site Plan approved by Palm Beach County, Florida as of the date hereof, as may be amended.

1.28. "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.

1.29. "Surface Water and Storm Water Management System" shall mean and refer to a drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect a quantity and quality of discharges from the system, as permitted pursuant to Chapter 40E, Florida Administrative Code. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas or conditions apply to Rivermill.

1.30. "Unit" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as a residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) single-family detached homes and single-family attached townhomes on separately platted Lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Property. The term shall include all portions of the Lot or Unit owned including any residential dwelling or structure thereon. In the case of a parcel of vacant land or land in which improvements are under construction, the parcels shall be deemed to contain the numbers of Units designated for such parcel on the Plat, until such time as a certificate of occupancy is

issued on all or a portion thereof by a local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above, and the number of Units in the remaining land, if any, shall continue to be determined in accordance with this paragraph.

ARTICLE 2

PROPERTY SUBJECT TO DECLARATION

Section 2.1. Property Subject to this Declaration. From and after the time that this Declaration is recorded in the Public Records of Palm Beach County, Florida, the Property shall be subject to the terms and conditions of this Declaration. The Property (including each Lot) shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each owner thereof.

Section 2.2. Annexation.

2.2.1. Within the period beginning with the date this Declaration is recorded in the Public Records of Palm Beach County, Florida and ending either (a) seven (7) years thereafter, or (b) five (5) years from the date of recording of the last recorded Supplemental Declaration annexing additional land to this Declaration, whichever event, (a) or (b), occurs later, the Declarant may, without the consent or joinder of the Owners or any other person or entity, annex additional real property (including Common Property) to the Property. Annexations under this Subsection 2.2.1 shall be accomplished by filing a Supplemental Declaration describing the real property to be annexed (or withdrawn pursuant to Section 2.3 of this Article 2, as the case may be), and shall become effective when such Supplemental Declaration is filed among the Public Records of Palm Beach County, Florida, unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person or entity the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the Property and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

2.2.2. Subject to the consent of the owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of the votes of each class of Members of the Association. The annexation of land under this Subsection 2.2.2 shall be accomplished by the recording in the Public Records of Palm Beach County, Florida, of a Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

2.2.3. No provision of this Declaration shall be construed to require Declarant or any other person or entity to annex any real property to this Declaration.

2.2.4. The Declarant intends to develop the Property in accordance with the Plat, but hereby reserves the right to modify the Plat (with respect to the Property included in the Plat) from time to time in its sole discretion and at its option but always in accordance with applicable regulatory requirements. The Declarant shall not be required to follow any predetermined order of improvement and development within the Plat or Property; and it may annex additional lands and develop them before completing the development of the Property.

2.2.5. Covenants and restrictions applicable to annexations to the Property shall be compatible with, but need not be identical to, the covenants and restrictions set forth in this Declaration.

2.2.6. In the event that either the Federal Housing Administration or the Department of Veterans Affairs insures or guarantees any mortgage encumbering a Lot or Unit, and the regulations or procedures of

such agency require under such circumstances approval of annexations by such agency or determination by such agency that such annexation is consistent with the general plan of development for Rivertmill, then such approval or determination as described in Article 14 shall be a prerequisite to such annexation.

Section 2.3. Withdrawal. Within the period beginning with the date this Declaration is recorded in the Public Records of Palm Beach County, Florida and ending either (a) seven (7) years thereafter, or (b) five (5) years from the date of recording of the last recorded Supplemental Declaration annexing additional land to this Declaration, whichever event (a) or (b) occurs later, the Declarant may, without the consent or joinder of the Owners or any other person or entity, the Declarant may, when necessary or desirable to accommodate changes in the Plat, withdraw from the provisions of this Declaration any of the Property that continues to be owned by the Declarant, and its successors or assigns, and which has not been dedicated or designated as Common Property. Withdrawals under this Section 2.3 shall be accomplished by filing a Supplemental Declaration describing the real property to be withdrawn and shall become effective when such Supplemental Declaration has been recorded in the Public Records of Palm Beach County, Florida, unless otherwise provided therein.

Section 2.4. Conveyance of Common Areas to the Association. In accordance with Article 11 of this Declaration, Declarant shall convey fee simple title to all Common Property to the Association either (1) on or before the date Declarant conveys the first Unit to a Class A Member, or (2) upon completion of any improvements to be constructed or installed thereon, whichever shall occur later.

ARTICLE 3

CREATION OF ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Creation of Association. In order to provide for the administration of the Rivertmill Community and this Declaration, the Association has been organized under the laws of the State of Florida by recording the Articles of Incorporation and Bylaws thereof with the State of Florida.

Section 3.2. Membership. Every Owner of a Unit or Lot, and every Builder owning any Unit or Lot, by virtue of the ownership of such Unit or Lot, and the Declarant and its successors and assigns, shall be Members of the Association, and by acceptance of a deed or other instrument evidencing an ownership interest, each Owner, Builder and Declarant accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association. The term "Member" shall include each person or entity owning any right, title or interest in any Unit or Lot, except persons or entities holding mortgages or other security or trust interests unless such persons or entities also have the right of possession. Tenants or others occupying any Unit who do not have an ownership interest therein shall not be Members for the purposes of this Declaration. Membership in the Association is appurtenant to, and may not be severed from, the Unit or Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation or Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot or Unit. Members shall be responsible for compliance with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws, and rules and regulations of the Association by all occupants, tenants, guests, invitees and family members while residing in or visiting any Unit, Common Area or other portion of the Property.

Section 3.3. Voting Rights of Members of the Association. Members of the Association shall be allocated votes as follows:

Class A. Class A Members shall be all Owners with the exception of the Declarant and any Builders. Each Class A Member shall be entitled to one vote for each Lot or Unit owned.

Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated three (3) votes for each Lot or Unit owned by it within the Property:

provided, that the Class B membership shall cease and become converted to Class A membership as set forth in Section 3.6 of this Article 3. Upon conversion to Class A membership, the Declarant shall have one vote for each Unit or Lot owned by it within the Property so long as said Unit or Lot is subject to assessment by this Association.

Class C. All Builders, as defined herein, (except the Declarant) shall be Class C Members. Class C Members shall have one (1) vote for each Lot or Unit they own in the Property.

Section 3.4. Common Ownership. When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote allocated to any Unit or Lot (including Units or Lots owned by the Declarant or a Builder) may not be divided or cast in any fraction, and the vote of each official representative shall be considered to represent the will of all the Owners of that Lot or Unit. If the Owners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification no affected Owner may vote until the Owner(s) appoint their official representative pursuant to this paragraph.

Section 3.5. Change of Membership.

3.5.1. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Lot or Unit, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot or Unit acquired.

3.5.2. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 3.6. Class B Membership Status.

3.6.1. The Declarant's Class B membership status shall continue, and shall be in effect, during the period from the inception of this Declaration until either (1) seven (7) years from the date this Declaration is recorded; or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into this Association, whichever event, (1) or (2) occurs later; or (3) upon recording of a voluntary written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class B status to Class A; or (4) in any event, ninety (90) days after the conveyance of the Unit to a Class A Member that causes the total number of votes held by all Class A Members of this Association to equal the number of votes in the Association held by the Class B Member, whichever event, (1), (2), (3) or (4), occurs first provided however, that if Class B status is converted to Class A pursuant to clause (4) and, subsequent to such event, the Declarant annexes additional property to the Property which annexation causes the number of Lots or Units owned by the Declarant in the Property to exceed twenty-five percent (25%) of the total number of Lots and Units within the Property, Declarant's Class B status shall

be restored as to all Lots and Units within the Property then owned by Declarant, and shall continue until the next occurrence of an event of conversion described above.

3.6.2. The Declarant shall have the right to partially assign its status as Declarant and Class B Member, by recorded instrument executed by the original Declarant and acknowledged and accepted by the assignee Declarant, to any person or entity acquiring any portion of the Property, or the land eligible for annexation into the Property, for the purpose of development of a residential subdivision consistent with the Plat, and any such assignee shall thereafter be deemed to be the Declarant as to the Lots or Units owned by such person or entity, and shall have the right to exercise all of the rights and powers of the Declarant as to such Lots and Units, while, at the same time, the original Declarant shall continue to exercise the rights and powers of the Declarant as to all Lots and Units owned by such original Declarant. If any action of the Association requires the approval, consent or vote of the Declarant, and the original Declarant has partially assigned its rights as Declarant to others pursuant to this paragraph, the consent or vote of all such Declarants shall be required to satisfy the requirement of consent by the Declarant.

ARTICLE 4

FUNCTIONS OF ASSOCIATION AND RELATED MATTERS

Section 4.1. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 4.2. Services. The Association shall have the following powers:

4.2.1. Maintenance of Common Areas, Lakes, Open Space, Surface Water and Storm Water Management Systems, Common Maintenance Areas, Private Streets, Recreational Areas, landscaping, irrigation systems, lands covered by the Plat and all city, county, district or municipal properties and rights-of-way (to the extent permitted by any governmental authority) which are located within or in a reasonable proximity to the Property where deterioration of any of the described items would adversely affect the appearance of the Property or the operation of systems appurtenant thereto.

4.2.2. Maintenance of any real property located within the Property upon which the Association has accepted an easement for said maintenance.

4.2.3. Maintenance of any Lake and bulkheads owned by or dedicated for the use of the Association within the Property, as well as maintenance of water bodies if and to the extent permitted or required by any contract or by any governmental authority having jurisdiction thereof.

4.2.4. Insect, pest and aquatic control where necessary or desirable in the judgment of the Board to supplement the service provided by the state and local governments. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.

4.2.5. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property or in the Articles or By-Laws.

4.2.6. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events. The Association shall have the right to enter into management agreements with companies affiliated with the Declarant in order to provide its services, and perform its functions.

7 hereof. 4.2.7. Establishing and operating the Architectural Review Committee pursuant to Article

4.2.8. Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.

4.2.9. Lighting of roads, sidewalks, walking and bike paths throughout the Property as deemed necessary by the Board. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.

4.2.10. At the sole option and discretion of the Board, conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

4.2.11. Constructing improvements on the Common Property and casements as may be required to provide the services as authorized in this Article.

4.2.12. Employment of guards, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate the local, state or federal laws within the Property. However, neither the Association, nor the Declarant shall be obligated to provide any security measures to the Property nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association and the Declarant, are not insurers and that each Owner, tenant, guest, and invitee assumes all risk of loss or damage to persons, to Units and to the contents of Units and further acknowledge that Declarant has made no representations or warranties, nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

4.2.13. The Association may also provide exterior maintenance upon any Unit or upon any structure containing Units which, in the reasonable opinion of the Board of Directors of the Association, requires such maintenance because said Unit or structure is being maintained in a manner inconsistent with the overall appearance and standards prevailing within the Association. The Association shall notify the Owner of said Unit or structure in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected the condition within thirty (30) days after date of said notice, the Association (after approval of a majority of the Board) may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. 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 reasonable notice to the Owner, to enter upon any Unit or exterior of any Unit or other structures or improvements located in Rivertmill at reasonable hours on any day, except Saturday and Sunday; provided, however, the Association shall have the right of entry without notice if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Unit upon which such maintenance is performed as a Special Assessment as provided in Article 6, Section 6.7.

4.2.14. Establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.

4.2.15. Engage in any activities reasonably necessary and legally required to remove from the Common Areas, Lakes, Open Space, Surface Water and Storm Water Management Systems, Preservation Areas, Private Streets and Common Maintenance Areas any pollutants, hazardous waste or toxic materials, and by Special Assessment, recover costs incurred from the Owner(s) causing or upon whose property such materials were located or generated.

4.2.16. Accept conveyance of all Common Areas from the Declarant, including all improvements, structures, equipment, apparatus or personal property thereon, and cooperate with and assist Declarant, its agents, employees and contractors in periodic inspection and maintenance thereof, and accept assignment or transfer of all necessary permits or other forms of governmental authorization concerning the Common Areas pursuant to Article 11.

The functions and services allowed in this Section to be carried out or offered by the Association at any particular time shall be determined by the Board taking into consideration proceeds of assessments and the needs of the Members of the Association and the statutes, ordinances, rules and regulations of the State of Florida, the United States, or Palm Beach County. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board. The Association may provide the permitted services by contract with third parties, including agreements with applicable governmental agencies.

Section 4.3. Mortgage and Pledge. The Board shall have the power and authority (subject to the provisions of Article 5, Subsection 5.9.5 hereof) to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 4.4. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Open Space, Lakes, Surface Water and Storm Water Management Systems, Common Areas or Common Property, including Recreational Areas, subject to any and all obligations and restrictions imposed on such lands, or incumbent on the owner of such lands for the continued maintenance and operation of such lands, including, but not limited to, all environmental and drainage permits issued by any governmental authority.

Section 4.5. Conveyance by Association. The Association may convey or dedicate lands or easements to Palm Beach County, Florida. The Association may also convey lands or easements, owned by the Association, to the Declarant in connection with any replatting of any portion of the Property.

Section 4.6. Contracts with Other Associations. The Association is authorized to enter into any contracts or easement arrangements with any other Association, provided that such contracts or easements are necessary or beneficial for the operation of the Association or the maintenance of the Property; provided that the costs or expenses of operating, performing, or maintaining such contracts or easements shall be allocated between this Association and such other association in accordance with the cost incurred or benefit received by each association. Any such contracts or easements shall be approved by the vote or written consent of a majority of the Board of the Association.

Section 4.7. Barrier Arm Access System. An electronic barrier arm access system has been or will be provided at the main entrance onto the Property from Hypoluxo Road. The Barrier Arm Access System erected by the Declarant shall be dedicated to the Association, and shall be accepted by the Association pursuant to Article 7 and maintained, repaired and replaced by the Association as part of the Common Area. Neither Declarant nor the Association make any representations whatsoever as to the security of the premises or the effectiveness of the Barrier Arm Access System. Neither Association nor Declarant shall have any liability for any injury, damage, or loss, of any kind or nature whatsoever, to person or to property by reason of failure to provide adequate access control or ineffectiveness of access of control measures undertaken, or due to the failure of any electrical, electronic, or mechanical access control or monitoring system to prevent or detect a theft, burglary or any other crime or unauthorized entry onto the Property. The Association Board of Directors shall establish all rules and regulations concerning operation and access, provided that the Association shall not restrict access to the Properties by Declarant, its agents, employees, contractors, customers or invitees at all reasonable hours.

Section 4.8. Cable Television System. The Association shall have the right, but not the obligation, to enter into an agreement with a cable television company to provide cable television services to all of the Units. Any and all costs and expenses incurred by the Association under or pursuant to any agreement ("Cable Agreement") entered

into by the Association pursuant to which cable television service ("Cable Service") will be provided to all of the Units on the Property shall be apportioned equally but only among those Units with respect to which the Association is being charged under or pursuant to the Cable Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Cable Service pursuant to the Cable Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying the costs thereof. The foregoing shall in no way obligate Declarant or the Association to enter into a Cable Agreement. Neither Declarant nor Builder shall be charged for Cable Television Service or required to make any payment for such Cable Television Service until such service is activated for such Unit by Declarant or Builder. Neither Association nor Declarant shall be responsible for failure or interruption of cable television transmissions and/or service to any Unit and or for any maintenance or repairs that may be required from time to time of electronic or optic or any other component of the cable television service and infrastructure.

Section 4.9. Monitored Alarm System. Any and all costs and expenses incurred by the Association under or pursuant to any agreement(s) ("Monitored Alarm Agreement") entered into the Association pursuant to which monitored alarm service ("Monitored Alarm Service") will be provided to all Units on the Property shall be apportioned equally but only among those Units with respect to which the Association is being charged under or pursuant to the Monitored Alarm Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Monitored Alarm Service pursuant to the Monitored Alarm Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying the costs thereof. Neither Declarant nor Builder shall be charged for Monitored Alarm Service or required to make any payment for such Monitored Alarm Service until such service is activated for such Unit by Declarant or Builder. The foregoing shall in no way obligate Declarant or the Association to enter into a Monitored Alarm Agreement. Neither Association nor Declarant shall be responsible for failure or interruption of the Monitored Alarm system or any component thereof and or for any maintenance or repairs that may be required from time to time of electronic or optic or any other component of the Monitored Alarm Service or Equipment or any component thereof. THE PROVISION OF A MONITORED ALARM SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN RIVERMILL. DECLARANT, BUILDER, AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANTY, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORED ALARM SYSTEM OR THAT ANY SUCH SYSTEM (OR OF ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DECLARANT, BUILDER, AND THE ASSOCIATION ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS OR PROPERTY. DECLARANT, BUILDER AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENT.

ARTICLE 6

EASEMENTS

Section 5.1. Owners' Easements of Access and Enjoyment. Subject to the provisions below, every Owner shall have a right to use and an easement of enjoyment in and to the Common Areas, together with an easement of access to and from the Common Areas, which shall be appurtenant to and shall pass with the title to the Lot or Unit owned by such Owner, subject to the following:

5.1.1. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

5.1.2. All provisions of the Declaration and the Articles and Bylaws of the Association and rules and regulations adopted by the Association;

5.1.3. Rules and regulations governing the use and enjoyment of the Common Areas adopted by the Association; provided, however, that the Association may not restrict the persons described in Section 5.4 of this Article from the reasonable use of the Common Areas in connection with the construction and sale of Units and other improvements upon the Property.

5.1.4. Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part or parts of the Common Areas.

5.1.5. The additional restrictions set forth in Section 5.9 of this Article 5.

Section 5.2. Delegation of Use. Any Owner may delegate, in accordance with the appropriate Bylaws, his right of ingress and egress over and across the Common Areas and right of use and enjoyment of the Common Areas to his guests, invitees and family members, and to tenants and contract purchasers of his Unit, and their respective guests, invitees and family members.

Section 5.3. Utility Easements. The Declarant reserves to itself (and its successors or assigns) for so long as Declarant owns any of the Property, and the Association thereafter, the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Common Property upon, over, under and across the Property. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and Common Property. All such easements to be of a size, width and location as Declarant, or the Association, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now or will be, located upon the Property.

Section 5.4. Declarant Easements. Declarant hereby reserves to itself, its successors and assigns, the following rights, privileges and easements, for the use and benefit of Declarant and such persons, entities and/or property as Declarant shall determine in its sole and exclusive judgment, which rights, privileges and easements may be transferred or assigned, in whole or in part, for the exclusive or nonexclusive use and benefit of the assignee provided that such transfer or assignment shall be in writing and recorded in the Public Records of Palm Beach County, Florida.

5.4.1. There is hereby reserved unto Declarant, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, and across the Common Property for ingress and egress as required by Declarant, its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Property owned by Declarant. The easements herein reserved by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property.

5.4.2. There is hereby reserved unto Declarant, its successors and assigns, a perpetual nonexclusive easement, privilege and right to install erect, operate, maintain, repair and replace utility lines, facilities, apparatus and equipment, including, but not limited to, water, sewer, electricity, natural gas, telephone, television, electronic communication, fiber optic and other service lines, facilities, apparatus and equipment, together with the right of ingress and egress, in, on, over, under and upon all easements, rights-of-way and Common Areas depicted on the Plat, save and except any portion of the said areas upon which the Declarant has erected any portion of the Unit or other improvements, in which event that portion of the easement area underlying the improvements shall be deemed abandoned.

5.4.3. There is hereby reserved unto Declarant, its successors and assigns, a perpetual nonexclusive easement, privilege and right to connect the drainage facilities serving adjacent lands not encumbered by this Declaration with and to the Surface Water and Storm Water Management System to receive and/or discharge surface water runoff in accordance with the approved drainage plans and permits applicable to the Property and such adjacent lands.

5.4.4. There is hereby reserved unto Declarant, its successors and assigns, a perpetual nonexclusive easement, privilege and right of access, ingress and egress for vehicles, equipment and pedestrians over, on and upon all streets, roads, alleys, Private Streets, Preservation Areas, Recreational Areas, Open Space and other Common Areas and parking facilities located within the Property for access to the Property and to adjacent lands not encumbered by this Declaration.

5.4.5. There is hereby reserved unto Declarant, its successors and assigns, a perpetual nonexclusive easement, privilege and right for the placement and location of an electronic monitoring system installed within the Property, together with a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and easement for ingress and egress to service, maintain, install, repair and replace the aforesaid apparatus and equipment.

Section 5.5. Easement to Public Rights-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, to the extent necessary, each Owner shall have a nonexclusive easement for vehicular and pedestrian access to and from his Unit over the Private Streets to a public right-of-way. The easement herein granted shall be subject to the reasonable regulation of traffic by the Association, including but not limited to, speed limits, one-way streets, stop signs, yield signs and other common traffic control signs and devices. The Association shall not have the right to restrict access to the Private Streets to Owners, resident members of the Owner's household, invited guests, commercial delivery services, government officials, including but not limited to, postal, police, fire and safety officials, vendors, contractors and tradesmen engaged by an Owner, Builder or the Declarant. The Association shall have the right, but not the obligation, to require a resident requesting entry to the Private Streets to stop at the entry gate and provide evidence of authorization from an Owner. The right of the Owner to use the Private Streets for access to the Owner's Unit may not be suspended or withheld for any reason, including nonpayment of assessments or failure to obey traffic regulations, however, the Association shall have the right to exercise all other remedies available at law or in equity to recover from any such Owner all unpaid assessments, and to enforce all traffic regulations, and, in the event the Association incurs any expense in so doing, in addition to any other relief obtained by the Association, either voluntarily, by agreement, through arbitration or court action, the Owner shall reimburse the Association for all its costs and expenses, including, but not limited to, all attorney's fees, expert witness fees, investigation costs and other expenses incurred by the Association at the pre-trial, trial or appellate levels. Notwithstanding anything herein to the contrary, no portion of the Private Streets may be altered without the prior written authorization of the Palm Beach County Engineer, or his authorized designee. No amendments to this Declaration that materially affects the Private Streets or the use of the Private Streets shall be made without the prior written approval of the Palm Beach County Engineer, or his authorized designee.

Section 5.6. Service Easements. Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities which have been granted rights to service the Units within the Property, and to such other persons as Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Private Streets and Common Property for the purposes of performing their services and investigations.

Section 5.7. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association shall maintain all drainage easements in accordance with the conditions of the applicable drainage permits, if any. Without limitation, drainage easements may be established by the Declarant or by the Association after receiving any necessary permits or approvals from the governmental authorities, within any Lake or Open Space Area shown on the Plat of Rivermill, as well as on any Lot prior to conveyance of such Lot by the Declarant to a Class A Member. Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the

ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage for any Lot. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage improvements within the Property.

Section 5.8. Right of Entry. The Association shall have the right, but not the obligation, to enter any Unit for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 5.9. Extent of Easements. The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

5.9.1. The right of Declarant or the Association, in accordance with its Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Areas, Lakes, Open Space, Surface Water and Storm Water Management Systems, Recreational Areas, Preservation Areas, Private Streets, landscaping, and irrigation systems and providing services authorized herein and, in aid thereof, to mortgage said Common Areas.

5.9.2. The right of the Association to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment. Notwithstanding the foregoing, no such suspension shall be imposed in violation of applicable laws.

5.9.3. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on or in the Common Property.

5.9.4. The right and authority of the Board to place (and remove) after notice any reasonable restrictions upon any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Common Property shall not make such restrictions unreasonable.

5.9.5. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized pursuant to Article 14, Section 14.2 of this Declaration. The Association shall deliver written notice of the meeting and of the proposed agreement and action thereunder to each Member thereof prior to such meeting as set forth in Article 14. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association, and such

certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 5.10. Lake Maintenance Easement. There is hereby reserved for the benefit of the Declarant, the Association, and South Florida Water Management District a perpetual, non-exclusive easement for ingress, egress, and access over, on, and across the lake maintenance easement shown on the Plat extending twenty (20) feet landward from the top of lake bank for Tracts "L1", "L2" and "L3" (the "Lake Maintenance Easement") in order to maintain the Lakes and the area comprising the Lake Maintenance Easement, together with any necessary appurtenances incidental to and necessary therefor. Neither the Association, the Declarant, nor any Owner shall obstruct access to the Lake Maintenance Easement, and no fence, hedge, landscaping or other improvement that would impair or restrict access to the Lake Maintenance Easement shall be installed or permitted to remain within said Lake Maintenance Easement. Neither the Association, the Declarant, nor any Owner shall install any bulkhead, pier or other structure within any Lake or Lake Maintenance Easement, and all Owners whose Lots abut the Lake Maintenance Easement shall be responsible for maintaining their Lots, including the repair or prevention of erosion, within the Lake Maintenance Easement, subject to the obligations of the Association to perform landscape maintenance set forth elsewhere in this Declaration. The beneficiaries of the Lake Maintenance Easement, including, but not limited to all Owners, shall have the right to enter the Lake Maintenance Easement at all reasonable times for the purposes of maintenance of the Lake Maintenance Easement.

Section 5.11. Wall, Fence, Signage, and Landscape Buffer Easement. There is hereby reserved for the benefit of the Declarant and the Association, an easement over, upon and across Tracts "BT1" through "BT4," both inclusive, of Rivertmill as depicted on the Plat (herein referred to as the "Landscape Buffer Easement"), for the erection, maintenance, repair and replacement of a wall or fence, and as may be determined in the Association's discretion the erection, maintenance and replacement of signs, and the installation, maintenance, repair and replacement of landscaping, including, without limitation, berms, swales, planters, hedges, trees, shrubs, ground cover, flowers, and other plants and accessories, and landscape lighting and irrigation lines, equipment and facilities. No Owner shall install or remove any plant or other improvement or installation placed in the Landscape Buffer Easement.

Section 5.12. Easement for Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment. An easement is hereby granted for encroachment in favor of an Owner in the event any portion of his or her dwelling unit or appurtenant improvements such as a driveway encroaches upon any of the Lots as a result of inaccuracies in survey, initial construction by Declarant or Builder, or due to settlement or movement or caused by changes in the building design or site plan, provided such changes have been approved by appropriate governmental authorities. Such encroaching improvements installed by Declarant or Builder shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof.

Section 5.13. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon adjacent Lots, provided that such easement shall terminate 24 months after the date such adjacent Lot is conveyed to the Owner by the Declarant.

Section 5.14. Zero Lot Line Easement. When any Lot ("Servient Lot") abuts another Lot ("Dominant Lot") on which the exterior wall of a Unit has been or can be constructed against or immediately contiguous to the interior property (perimeter) line shared by the Dominant Lot and the Servient Lot, then the Owner of the Dominant Lot shall have an easement over the Servient Lot, which easement shall be two (2) feet in width contiguous to the interior property line running from the front of the rear property line to the front property line of the Servient Lot for the following purposes:

(a) For construction of a dwelling Unit on the Zero Lot Line Lot, and for installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Dominant Lot, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security.

(b) Of support in and to all structural members, footings and foundations, of the Unit or other improvements which are necessary for support of the Unit or other improvements on the Dominant Lot. Nothing in this Declaration shall be construed to require the Owner of the Servient Lot to erect, or permit the erection of additional columns, bearing walls or other structures on its Lot for the support of the Dominant Lot.

(c) For entry upon, and for ingress and egress through the Servient Lot, with persons, materials and equipment, to the extent reasonably necessary in the performance of the maintenance, repair, replacement of the Unit or any improvements on the Dominant Lot.

(d) For roof encroachments, overhanging troughs or gutters, down-spouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area and the Common Areas.

An Owner of a Servient Lot shall do nothing on his Lot which interferes with or impairs the use of this easement. Additionally, should any portion of the original Unit on a Zero Lot Line encroach on the adjacent Lot, such encroachment shall be permitted and be deemed part of the easement herein granted for so long as such encroachment shall exist. The Servient Lot Owner shall at its cost remove any obstruction as may be reasonably required to allow the Dominant Lot Owner to construct, reconstruct, maintain and repair the Dominant Lot Owner's Unit.

Section 5.15. Access Easement. A non-exclusive easement is hereby reserved and created for the benefit of the Association and the Country Glen at Rivermill Homeowners Association, and the Owners's of Lots in the Country Glen at Rivermill Neighborhood for ingress, egress and access on, over, under and across Tracts "OS2", "PA1", "PA2" and "PA3".

Section 5.16. Irrigation Easement.

5.16.1. A perpetual, non-exclusive easement is hereby created over the applicable and necessary portions of the Common Areas in favor of Declarant and the Association for the installation, operation and maintenance of an irrigation system for the delivery of irrigation water to the Common Areas, and withdrawal of irrigation water from the Lakes together with the right to install, modify, extend, maintain, repair, replace or improve the transmission lines, pipes, valves, pumps controls, meters and other distribution and delivery apparatus, equipment and fixtures that supply irrigation water to the Common Areas.

5.16.2. A perpetual, non-exclusive easement is hereby created over the applicable and necessary portions of the Common Areas in favor of Declarant, the Association, and the Country Glen at Rivermill Neighborhood Association for the installation, operation, and maintenance of an irrigation system for the delivery of irrigation water to the Country Glen Neighborhood, including the Neighborhood Common Property and all Lots within the Country Glen Neighborhood, and for the withdrawal of irrigation water from the Lakes together with the right to install, extend, maintain, repair, replace or improve the transmission lines, pipes, valves, pumps controls, meters and other distribution and delivery apparatus, equipment and fixtures that supply irrigation water to the Country Glen Neighborhood.

Section 5.17. Specific Buffer Easement. There is hereby created for the benefit of the Association, a perpetual, nonexclusive easement over, upon under, and across the west 15 feet of Lot 1, identified on the Plat as the "Specific Buffer Easement", for installation, maintenance, repair and replacement of landscaping, including, without limitation, berms, swales, hedges, trees, shrubs, grass, ground cover, flowers and other plants and accessories, and landscape lighting and irrigation lines, equipment and facilities. The Owner of Lot One shall not remove any plant or other improvement or installation placed in the Landscape Buffer Easement by the beneficiaries thereof, or install, erect, or plant any improvement thereon, or otherwise obstruct the view of the Specific Buffer Easement.

Section 5.18. Sale and Development Easement. For as long as Declarant owns any Lot, there is hereby reserved for the benefit of Declarant, its successors and assigns, and its designees an easement over, upon, across and under the Property as may be reasonably required by Declarant in connection with the development, construction, sale and promotion, or leasing of any Lot or Unit within the Property, including but not limited to the free right to access and use the recreational building/facility located or to be located on the Property, the street in front of any model areas designated by Declarant for parking by visitors and staff, to maintain and show model homes, to construct residential dwellings and related improvements, to have employees in the office, and the free right to use the Common Properties, in connection with the development, construction, sale, promotion, marketing, or leasing, of any Lot or Unit within the Property. In addition, the Declarant shall have the right, without the prior approval of the Association or any Owner, to erect marketing signs on Declarant owned Units, and within the Common Area, and to change, move, remove, maintain and otherwise exercise complete and unfettered control over such marketing signs at all times prior to the sale of the last Unit constructed by Declarant in Rivermill, and all such marketing signs shall be and remain the exclusive property of the Declarant and shall not be deemed part of the Common Property owned by the Association.

ARTICLE 6

ASSESSMENTS

Section 6.1. Creation of the Lien and Personal Obligations of Assessments. Declarant covenants, and each Owner of any Lot or Unit shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments, (2) Special Assessments, and (3) Initial Capital Assessments all fixed, established and collected from time to time as hereinafter provided. The Annual Assessments, Initial Capital Assessment, Special Assessments, together with such interest thereon and costs of collection provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Unit or Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the property against which the assessment was made. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 6.2. Purpose of Annual Assessments. The Annual Assessments levied by the Association may be used for the improvement, maintenance, enhancement and operation of the Common Areas, Common Property, and Common Maintenance Areas located in, on or about the Property, and further to provide services which the Association is authorized or required to provide by contract or otherwise, including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Section 6.3. Duty of the Board. It shall be the duty of the Board, at least thirty (30) days in advance of each fiscal year of the Association, to establish the annual budget and to fix the amount of the Annual Assessment against each Lot or Unit for the coming fiscal year, and to prepare a roster of the Lots and Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owner. Failure to fix the amount of the Annual Assessment within the time period set forth above will not preclude the Board

from fixing the Annual Assessment at a later date. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, and the Annual Assessment for the immediately preceding year shall continue for the current year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

Section 6.4. Rate of Assessment. Annual Assessments shall be established by dividing the total anticipated Common Expenses of the Association each year by the total number of Lots or Units subject to assessment to derive a uniform base assessment amount applicable to all Lots. Special Assessments for capital improvements or expenses applicable to all Lots within the Property shall be established in the same manner; however, Special Assessments applicable to a particular Lot for expenses attributable exclusively to such Lot, or the Owner thereof, shall be determined by dividing the applicable expense by the number of Lots to which it applies. After such amounts have been determined, the amounts due from the Class "B" and Class "C" Members shall be adjusted according to the following provisions. Declarant and each Builder will have the following option for each assessment year.

6.4.1. Declarant Exemption. Notwithstanding anything herein to the contrary, during the period in which Declarant has the status of Class "B" Member, Declarant shall not be liable for any Assessments as long as Declarant pays the difference (the "deficit") between Association revenues from all sources and any surplus carried forward from the preceding years and the actual expenses incurred. In calculating such deficit, only actual expenses (other than capital expenses, Special Expenses, reserves, and delinquent assessments owed by Class "A" Members) shall be computed. Notwithstanding anything to the contrary, during the period in which Declarant has the status of Class "B" Member, Declarant shall be exempt from and shall not be responsible, obligated or liable for any assessment on any Lots or Units it owns for reserves, capital contributions, and Special Assessments, without the express written consent of Declarant.

During the period in which Declarant has the status of the Class "B" Member, all Lots and Units owned by a Class "C" Member Builder, unless otherwise elected in writing by the Builder owning the Lot or Unit, shall be assessed at fifty percent (50%) of the rate of assessment applicable to units owned by Class "A" Members, provided however, that in the event that the actual operating expenses of the Association during the year for which the Builder's assessment is 50% of the Class "A" Membership assessment exceed the actual income of the Association derived from all assessments imposed on all Members, each Class "C" Member electing to pay assessments at 50% of the Class "A" assessment rate shall reimburse the Association the difference between its actual operating expenses and its actual assessment income for such year, save and except any portion of such deficit attributable to delinquent assessments owed by Class "A" Members. The amount to be paid by each Class "C" Member shall be prorated among all Class "C" Members on the basis of the number of Lots owned by each party divided by the total number of Lots owned by all such parties. Payment of such reimbursement shall be made by each Builder within 30 days after receipt of the Association's annual statement of accounts. Notwithstanding the foregoing, the Declarant and/or any Builder shall have the right, but not the obligation, to reimburse the Association for deficits attributable to delinquent assessments owed by Class "A" Members, or by a Builder and, in that event, the Association shall promptly institute collection proceedings, including legal action if necessary, to recover such unpaid amount(s) from such Owner(s), and, upon receipt of such recovery, the Association shall reimburse the Declarant and any Builder the amount(s) so recovered up to the amount of any operating deficit funded by Declarant or Builder which arose from such non-payment.

6.4.2. In the alternative, Declarant or any Builder may elect, by written notice to the Board, to pay the full Class "A" rate of assessment for each Lot or Unit owned by the Declarant or such Builder within the Association and subject to assessment without thereby waiving its Class "B" status, and, in such event, shall not be liable for the operating deficit of the Association as provided in Subsection 6.4.1.

6.4.3. At such time as Class "B" status shall cease, all Lots and Units owned by Declarant or any Builder shall be assessed at the full Class "A" rate and neither Declarant nor any Builder shall have any obligation to fund any operating deficit of the Association thereafter.

6.4.4. Notwithstanding anything contained herein to the contrary, in the event the Association incurs any Common Expense, which by its nature is applicable only to a completed Unit, such expense shall only be assessed to and payable by the Owners of completed Units, and shall not be included within any Assessments payable by Declarant. Such expenses include, for example, expenses for bulk cable television or home security monitoring service, which may be incurred pursuant to this Declaration.

Section 6.5. Builder Assessments. Lots or Units owned by Class C Members shall be assessed as described in Section 6.4 during the period of Class B membership. Upon conversion of Class B membership to Class A, Class C shall also be converted to Class A, and full assessments shall apply.

Section 6.6. Initial Maximum Annual Assessment; Increases in Maximum Assessment; and Annual Assessment Rates.

6.6.1. Initial Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit by the Declarant or a Builder to a Class A Member, the maximum Annual Assessment per Unit imposed by the Association shall be \$828.00.

6.6.2. Increases in Maximum Annual Assessment - Without Consent of the Members. From and after such date, the maximum Annual Assessment shall be increased each year by the Board without a vote of the Membership of the Association by an amount not more than either (a) ten percent (10%) above the sum of (1) the maximum assessment for the previous year, plus (2) increases mandated by governmental agencies and/or increased fixed costs incurred for insurance, taxes, recycling, waste disposal, or to obtain services from utility companies, or (b) the percentage increase, if any, in the current U.S. Government's Consumer Price Index (Urban Price Index All Urban Consumers), herein referred to as the "CPI," over the CPI published for the preceding period, or other statistical index providing similar information if the CPI ceases to be published, whichever amount, (a) or (b), is greater.

6.6.3. Increases in Maximum Annual Assessment - Requiring Consent of the Members. The maximum Annual Assessment may not be increased above the amount described in Subsection 6.6.2 above without the approval of a simple majority of each class of Members who are voting either in person or by proxy, at a meeting of the Association duly called for this purpose, or whose approval is evidenced by the written consent of the majority of such Members.

6.6.4. Establishing the Annual Assessment. The Board of Directors of the Association shall set the Annual Assessment for each fiscal year at an amount not in excess of the maximum allowable Annual Assessment then in effect as established pursuant to Subsections 6.6.1, 6.6.2 or 6.6.3 above. If the Board sets the Annual Assessment at an amount which is less than the allowable maximum Annual Assessment, the Board shall have the right to increase the Annual Assessment to any amount not greater than the allowable maximum then in effect without the consent of the Members upon thirty (30) days written notice. The election of the Board to set the Annual Assessment at an amount less than the maximum shall not affect the calculation of the maximum Annual Assessment for ensuing years pursuant to this Section 6.6.

Section 6.7. Special Assessments. In addition to the Annual Assessments authorized herein, the Association may levy in any fiscal year a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto; provided, such assessment shall have the affirmative vote or written consent, or combination thereof, at least a simple majority of the votes of each class of Members as evidenced by the result of a vote taken by the Association. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association (by simple majority vote of the Board) may also levy a Special Assessment (i.e. a specific individual Lot assessment) against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit or Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 6.8. Notice and Quorum Requirements. Written notice of any proposed action to be taken pursuant to Subsection 6.6.3 or Section 6.7 shall be delivered to each Member at least 30 days in advance of (1) any meeting at which such matter is to be discussed or (2) any action which is to be taken by written approval of the Members in lieu of a meeting. The notice shall state the purpose of the meeting or proposed written approval and shall contain a written description of the proposed assessment. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less - the quorum for any such meeting shall be no less than 20% of the total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1000 Members - the quorum for any such meeting shall be no less than 10% of the total number of votes. If the Association has, or is planned to have, more than 1000 Members - the quorum for any such meeting shall be no less than 5% of the total number of votes. The foregoing requirements are minimum requirements, however, more stringent requirements imposed elsewhere in this Declaration, or pursuant to applicable laws or regulations shall supersede the requirements contained in this Section and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

Section 6.9. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot or Unit on the first day of the month next following the month in which the Lot or Unit is subjected to the terms and conditions of this Declaration by recordation of this Declaration or any Supplemental Declaration annexing Lots or Units into the Association, or on the date the Association Articles of Incorporation are filed with the Secretary of State of Florida, whichever occurs later. The dates when such Annual Assessments shall become due shall be established by duly adopted resolution of the Board. The Annual Assessments shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. The Association may delegate to a mortgage company, financial institution or management company responsibility for collection of assessments. The Annual Assessments shall be payable in advance in monthly installments, or in annual, semiannual or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly).

Section 6.10. Records of Payment. The Board shall prepare a roster of Owners and Annual Assessments and Special Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times with reasonable notice. Any Owner shall have the right to request the Association to issue a written statement signed by an officer of the Association, setting forth whether all Annual Assessments and/or Special Assessments owed by such Owner have been paid. The Association shall have the right to impose a fee for the issuance of such statements not to exceed \$50.00 per statement. Requests for such statements shall be in writing addressed to the address to which Annual Assessment payments are made. Each request shall contain the street address and legal description (by platted lot and block) of the property and the full name of the Owner. The Association shall issue the requested statement within 30 days after receipt of the written request, subject to the payment of any fee for such service imposed by the Association. Such written statement issued by the Association shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.11. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association.

6.11.1. If any assessment (e.g. any Annual Assessment, or Special Assessment) is not paid on the date due, then such assessment shall become delinquent and the entire assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the property which shall bind such property in the hands of the then Owner, the Owner's heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment is a personal obligation and any

assessments that are due but remain unpaid at the time the Owner disposes of his or her ownership interest shall be enforceable by the Association against such person or against such person's successor in interest to the property subject to the assessment unless such successor in interest is a bona fide purchaser for value without notice of the assessment, or acquires title to the property by foreclosure of a lien securing a purchase money mortgage or home equity mortgage, or by deed or conveyance in lieu of foreclosure of such lien.

6.11.2. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record, together with interest thereon, as provided herein, and the reasonable cost of (a) notices of delinquency, (b) demands for payment, (c) notices of liens, (d) assignment of liens, (e) releases of liens, (f) recording costs, (g) attorney's fees, and (h) management company fees.

6.11.3. If the assessment is not paid within thirty (30) days after the due date it shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

6.11.4. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

6.11.5. Suit to recover a money judgment for delinquent amounts owed to the Association and attorney's fees and costs shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6.12. Subordination of the Lien to the Mortgage; Mortgagees' Rights. The lien of the assessments provided for herein is subordinate to the lien of any purchase money or home equity Mortgage given to an Institutional Lender now or hereafter placed upon a Unit or Lot recorded prior to the recording of a notice of lien pursuant to Section 6.11 of this Article 6; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

An Institutional Lender, upon request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from the Institutional Lender. An Institutional Lender may pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Property and Institutional Lenders making such payments shall be owed immediate reimbursement therefor from the Association.

Section 6.13. Damage to Common Property by Owners. Any maintenance, repairs or replacements within the Common Property arising out of or caused by the willful or negligent act of the Owner, his family, guests or invitees shall be done at said Owner's expense or a Special Assessment therefore shall be made against his Lot or Unit.

Section 6.14. Exempt Property. The following property subject to this Declaration shall be exempted from all assessments, charges and liens created herein: (a) all easements, rights-of-way or other interest dedicated and accepted by the local public authority and devoted to public use; and (b) all Common Property.

Section 6.15. Initial Capital Assessment. In addition to all other assessments described herein, each Lot shall be subject to an Initial Capital Assessment equal to three (3) months of the then prevailing Annual Assessment, which shall be paid to the Association upon conveyance of the Lot from a Builder or Declarant to a Class A Member. The obligation to pay the Initial Capital Assessment shall be borne by the purchaser of the lot, and the Initial Capital Assessment shall be collected and paid to the Association at the closing at which title to the lot is conveyed to the purchaser, however failure of the title company or settlement agent to collect such Initial Capital Assessment on behalf of the Association shall not relieve the purchaser of the obligation to pay such amount, nor shall any such title company, settlement agent or Declarant or any Builder be responsible for such payment.

ARTICLE 7

ARCHITECTURAL CONTROL

Section 7.1. Enforcement of Architectural Standards. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 7.2 and 7.3 of this Article 7.

No construction, which term shall include within its definition, staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements of the ARC have been fully met, and until the approval of the appropriate entities has been obtained.

Section 7.2. Architectural Review Committee. The Board may establish an Architectural Review Committee ("ARC") which shall have jurisdiction over all construction on any portion of the Property except Units or improvements constructed or installed by the Declarant and whose duties, powers and responsibilities shall be as follows:

7.2.1. The ARC shall consist of three (3) or more persons designated by the Board.

7.2.2. The ARC shall have the right of approval of all architecture and landscaping of any Units. All construction and development within the Property is subject to local governmental control; however, the ARC may, in its sole discretion, impose standards of architectural and landscaping design, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. Notwithstanding the foregoing, all Units and improvements constructed or installed by the Declarant shall be deemed approved by the ARC and shall not be subject to review or approval by the ARC.

7.2.3. No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, or planted until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC.

7.2.4. Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the ARC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ARC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date.

7.2.5. All plans for the construction of any improvements within the Property impacting drainage of any lot shall contain a drainage plan which shall be consistent with the master drainage plan.

7.2.6. Upon receipt by the ARC of all of the information required by this Article 7, it shall have 30 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ARC, (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or encroach upon any casement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; (4) the individual or company intended to perform the work is acceptable to the ARC; and (5) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house). In the event that the ARC fails to issue its written approval or disapproval of the proposed construction within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARC's approval shall be deemed to have been granted without further action.

7.2.7. In the exercise of its sole discretion, the ARC may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports.

7.2.8. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARC. The ARC or the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.2.9. There is specifically reserved unto the ARC, the right of entry and inspection upon any Unit or Lot, save and except any Unit or Lot owned by Declarant for the purpose of determination by ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorney's fees incurred by virtue of any member of the ARC's service as a member of the ARC.

7.2.10. A majority of the ARC may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARC, the Board shall designate a successor. If a request for approval is pending before the ARC that must be approved or rejected before the Board has appointed a successor to the ARC member who has resigned or died or become disabled, the surviving member(s) of the ARC shall be deemed to have been named as the agent or representative of the ARC and shall have the authority to act on behalf of the ARC with respect to any such pending applications.

7.2.11. The ARC may impose reasonable fees and charges upon Owners to enable it to carry out its functions.

7.2.12. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restriction contained in this Declaration or any other covenants which the ARC has the power to enforce, or in such manner that the same encroaches on any easement area or setback line, the Board of Directors of the Association shall have the authority to release the property from the restriction which it violated and to grant an exception to permit the encroachment by the structure over the setback line

or on the easement area, so long as the ARC, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Property.

7.2.13. The Board of Directors of the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration upon its own action or at the request of the ARC. The granting of any waiver for any portion of the Property may be given or withheld in the Board's sole discretion and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.

7.2.14. The Association, Declarant and ARC, and any officer, employee, director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or ARC, or any officer, employee, director or member thereof, to recover any such damages. Further, each Builder, if any, agrees to indemnify and hold the Declarant harmless from and against any cost, claim, damage, expense or liability whatsoever, including, attorney's fees at all tribunal levels, arising out of any approval of plans given by the ARC hereunder.

Section 7.3. Declarant Exemption and Approval of Fences and Docks. This Article, except for the requirement to construct improvements in accordance with required governmental approvals, shall not apply to the original structures erected on any Lot built by or on behalf of, and/or sold by Declarant, its successors and assigns. Notwithstanding any other provision to the contrary, as long as the Declarant continues to own any Lot or Unit in the Property, no fence, dock or pier shall be constructed on any Lot or Common Area without the express written consent of the Declarant, which may be withheld, conditioned or delayed in the sole and absolute discretion of the Declarant. The authority reserved to the Declarant to approve, disapprove or condition any request for construction of a fence, dock or pier shall supersede the authority of the ARC, and the ARC shall not accept any application or request for approval of a fence, dock or pier unless such application or request is accompanied by the written consent of the Declarant.

Section 7.4. Modifications. The ARC shall also have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the Open Space, if any, appurtenant thereto. The ARC may promulgate detailed standards and procedures governing modifications to existing Units or structures. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, 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 in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of any Owner to remodel the interior of a Unit or to paint the interior of his Unit any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved.

Section 7.5. Review and Appeal of ARC Decisions. The Board of Directors shall have the right to review and overturn the decisions of the ARC. Any Owner whose request for approval from the ARC has been denied, shall have the right to submit a written request to the Board for a review of the decision of the ARC. Such request must be accompanied by a complete copy of each and every plan, drawing and document submitted to the ARC, as well as copies of any correspondence or written communication between the Owner, or applicant, and the ARC, and shall state the arguments the Owner, or applicant, desires the Board to consider, and the exact form of relief requested. All such appeals shall be deemed *de novo* applications which shall be reviewed by the Board rather than the ARC, but which shall otherwise be governed by the requirements and procedures described in Section 7.2 of this Article 7. The Board shall not review decisions by the ARC granting its approval of applications presented in compliance with Section 7.2.

Section 7.6. Address for Notice. Requests for ARC approval or correspondence with the ARC shall be addressed to the Architectural Review Committee - Rivermill Homeowners Association, Inc. and mailed or delivered to the principal office of Declarant in Palm Beach County, Florida area, or such other address as may be designated from time to time by the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in form satisfactory to the ARC.

ARTICLE 8

USE AND OCCUPANCY; LEASES

Section 8.1. Single Family Residential Use Only. All Lots and dwellings shall be used and occupied for single family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other nonresidential purpose if such use involves the attendance or entry of nonresident upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to (a) "garage sales" conducted with the prior written consent of the Board of Directors of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or (b) the use of any Unit by Declarant or any Builder as a model home or sales office, or (c) the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder.

Section 8.2. Rental of Units; Leases; Time Share. All rentals of Units by Owners shall be documented by written leases, and a copy of each such lease shall be delivered by the Owner to the Secretary of the Association showing, among other things, the address of the Unit, the name(s) of the tenants, the date of commencement, and the term. No Unit may be rented for a term of less than 30 days. No Unit may be used as a rooming house, hostel or hotel. No "Time-Sharing Plan" (as defined in Section 721.05 of the Florida Statutes) or any similar plan shall be permitted for any Unit. No more than three (3) leases may be executed for any Unit during any twelve (12) month period based on the date of commencement of the lease. Rentals of less than 30 days duration or operation of a rooming house, hostel or hotel shall be deemed to be commercial uses for the purposes of enforcement of this Declaration, and are prohibited. No more than three (3) time share occupancies shall occur during any twelve (12) month period, and each such occupancy shall be for a period of 30 days or more, based on the first date of such occupancy. Written notice of time share ownership shall be delivered to the Secretary of the Association prior to occupancy stating the address of the Unit, the names of the time share owners and the schedule of occupancy.

Section 8.2. Rental of Units; Leases. No Unit may be subdivided or leased by the room, and all leases shall comply with this Declaration.

8.2.1. Instrument in Writing. All leases shall be in writing, and complete copies of all leases shall be delivered to the Board of Directors of the Association on or before the date of occupancy of any Tenant (herein so called) under any such lease. Each lease shall set forth the name, address and telephone number of the Owner of the Unit; the name, address and telephone number of the Tenant; the date of occupancy; the date of termination; the names of all persons who will occupy the Unit and their relationships to the Tenant; a description of each motor vehicle owned or operated by the Tenant or members of the Tenant's household; and a description of all outdoor pets to be kept at the Unit.

8.2.2. Minimum Lease Term. All leases shall be for a term of 6 months or longer. No Owner may rent any portion or all of a Unit for a period of less than 6 months. No Owner may rent all or any portion of a Unit more than twice in any 12-month period. If a Tenant, who has signed a lease of 6 months or longer, defaults on the lease or abandons the Unit before the expiration of the lease term, the Owner shall have the right to find a replacement Tenant provided that the term of the lease for the replacement Tenant shall be at least 6 months, and provided further that if the replacement Tenant defaults or abandons the Unit, or if the term of the replacement lease expires before the expiration of 12 months after the date of the original lease, the Owner may not replace the replacement Tenant until the 12-month period has expired.

8.2.3. Subleases. If an Owner elects to permit a Tenant to sublease the Unit during the term of any lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as original leases.

8.2.4. Roommates and Paying Guests. Any person unrelated to the Owner of a Unit by parentage or marriage who pays rent or other financial consideration or otherwise contributes financially to the upkeep of the Unit or income of the Owner as a condition of cohabitation with the Owner or other occupancy of the Unit shall be considered a Tenant and shall be subject to this Declaration. Such roommate/guest/tenant arrangements shall be in writing and shall comply with the conditions of Subsections 8.2.1; 8.2.2 and 8.2.3 above.

8.2.5. Compliance with Declaration. All Owners and Tenants shall certify in writing to the Association, at the time copies of the leases are delivered to the Board of Directors pursuant to Subsection 8.2.1 above, that the Owner has delivered to the Tenant a complete copy of the Declaration, and that the Tenant acknowledges the obligation of the Tenant and all members of the Tenant's household to comply with the covenants, conditions and restrictions contained in this Declaration. No Owner may assign or otherwise transfer the Owner's rights and obligations under this Declaration to any Tenant, and the Association shall have the right to enforce the covenants, conditions and restrictions set forth in this Declaration against the Owner, Tenant or any member of the Tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between the Owner and Tenant requiring prior notice or imposing other conditions on the rights of the Association. The Association shall have the right to collect all annual and special assessments imposed on the Unit from the Owner thereof, and shall not be obligated to collect any such amounts from a Tenant.

8.2.6. Association as Third Party Beneficiary. The Association shall be deemed a third party beneficiary of all leases of Units, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the Tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement prior to commencement of the lease term shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or Tenant contained in the lease or otherwise.

8.2.7. Vicarious Liability of Owner for Acts of Tenant. Notwithstanding any condition of any lease to the contrary, Owner, by acceptance of the deed to the Unit, hereby covenants and agrees with the Association and all other Owners of Units or Lots in the Rivermill Community, including but not limited to Declarant, that Owner shall be responsible for the acts or omissions of any Tenant or member of the Tenant's household to the same extent that Owner would be liable for such acts or omissions if committed by Owner or a member of Owner's household. Owner's obligations hereunder shall be deemed a guaranty of performance by Tenant, and the Association shall have the right to take any action or seek any remedy for Tenant's failure or refusal to comply with the covenants, conditions and restrictions of this Declaration directly from or against the Owner without first taking such action or obtaining such remedy from or against the Tenant.

Section 8.3. Owners' Obligations. Each Owner, at its own cost, shall be exclusively responsible for performance of all maintenance obligations for their Unit including, without limitation:

(a) Lawn Care and Landscape Maintenance. Mowing, trimming, edging of lawns, and all grass areas of said Unit and in the area between the front lot line and the curbing or road pavement, and pruning, trimming, weeding, of trees, shrubs and flower beds;

(b) Lake Banks. Certain Units within the Property abut a Lake Tract, as more specifically set forth in the Plat. Each Owner of such a Unit shall be responsible for the maintenance of the "lake bank," as hereinafter defined, including the maintenance and replacement of all grass and plants therein, and such Owner shall be responsible for maintaining an extension of such Owner's sprinkler system upon such "lake bank" and to irrigate such "lake bank." For the purposes of this Section 8.3.(b), the term "lake bank" is defined to mean the upland area abutting

a Unit which is bounded by the water's edge, and the extension, to the water's edge, of the Unit's boundary lines which are perpendicular to the water's edge.

(c) Irrigation System. Operation, maintenance and replacement of all irrigation system lines, pumps, meters, timers, sprinkler heads or other apparatus, equipment or machinery:

(d) Exterior of Unit. Maintenance, repair and replacement of all of all portions of any Unit, including but not limited to all plumbing and electrical components thereof, exterior elements of the Unit, including but not limited to the walls, roof, paint, garage doors, entry/exit doors, window screens, all glass surfaces and windows, all swimming pools, pool equipment and machinery, swimming pool screen enclosures, swimming pool decks, all planters and landscaping incorporated into swimming pool decks or enclosures, or affixed to the Unit or any patio or extension of the Unit, patios, walkways and driveways, outbuildings or other improvements.

Section 8.4. Alterations. Owners shall not make any alterations or additions to any Unit, including any changes or alterations of landscaping, ground cover or grass, without first obtaining the written consent of the ARC pursuant to Article 7.

Section 8.5. Liability for Actions. Each Owner shall be liable for the expense incurred by the Association for any maintenance, repair or replacement of any real or personal property made necessary by the act, neglect or carelessness of the Owner or the Owner's tenants or any member of their families, or their guests, employees or agents (normal wear and tear excepted). Each Owner shall also be liable for any personal injuries caused by his negligent acts or those of his tenants or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies' of rights of subrogation.

Section 8.6. Exculpation of Association and Declarant. Neither the Declarant nor any Builder shall have any obligation whatsoever for the performance of any service described in this Declaration, or for the failure or refusal of the Association to perform such services.

Section 8.7. Events of Force Majeure. Notwithstanding anything herein to the contrary, neither the Association, nor its officers or directors, nor Declarant shall be liable for any damages suffered by any Owner resulting from acts of God, natural disaster, bad weather or other events or conditions beyond the control of the Association, including but not limited to, damage or destruction of landscaping (including trees, shrubs and other plants), or damage caused by wind blown debris. In the event of loss or damage to landscaping on any Lot, the Owner of said Lot shall be exclusively responsible for payment of all costs of restoration or replacement, and shall cause such damage to be completely repaired within six (6) months after the event. If any Owner shall fail to repair such damage within such time period, the Association shall have the right, but not the obligation, to perform such restoration, repair or replacement, and the cost thereof shall be assessed against the Lot as a Special Assessment. By acceptance of the deed to the Lot, each Owner, for and on behalf of himself/herself and any insurer, hereby waives all rights of subrogation against the Association, its officers and directors, and Declarant for recovery of costs expended by any such insurer for the restoration, repair or replacement of damage to, or caused by, any landscaping (including trees, shrubs and other plants) or wind blown debris.

ARTICLE 9

USE RESTRICTIONS

Section 9.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 9.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 9.4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) Declarant's Signs. Signs or billboards may be erected by the Declarant or any Builder

(c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

(d) Address Signs. An Owner may display an address sign or marker in the form and style first installed by the Declarant or Builder of the Unit, or in such other form or style approved by the ARC pursuant to Article 7.

(e) Compliance with Laws. Notwithstanding the foregoing, Owners erecting signs permitted by this Section 9.4 shall comply with all local and state laws, ordinances and regulations governing such signs, including any requirements for permits. This paragraph shall not be deemed to permit any signs except those specifically enumerated in paragraphs (a) through (d) above.

Section 9.5. Campers, Boats and Recreational Vehicles. No campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot, and said vehicles and accessories are in an operable condition. The ARC as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an approved enclosed structure which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

Section 9.6. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than two (2) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association.

Section 9.7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or

disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street adjacent to any Lot except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 9.8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9.9. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas not intended for vehicular access or on any easement unless in use for maintaining such Common Areas.

Section 9.10. Business, Commercial or Institutional Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted by a Unit Owner or resident of a Unit, if in connection therewith customers, patients, deliveries, or the like come to the Unit or if such nonresidential use is otherwise apparent from the exterior of the Unit. The foregoing shall not apply to construction offices, model homes and sales offices of Declarant or Builder as set forth in this Declaration, and shall not preclude Declarant's or Builder's activities associated with the construction, development and sale of Lots and Units within the Neighborhood Property, or any portion thereof.

Section 9.11. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ARC. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

Section 9.12. Fences and Walls. No fence or wall shall be erected or maintained on any Lot except for (1) fences erected in conjunction with model homes or sales offices, (2) Common Area walls, fences or buffering or screening structures, landscaping or improvements erected by the Declarant or the Association, (3) walls erected by the Declarant or Builder as part of the original architecture of the Unit to which they are appurtenant and in compliance with the plans and specifications therefor approved by the Declarant or the ARC, or (4) fences, walls or enclosures for swimming pools in compliance with local or state ordinances and laws, subject to approval by the ARC pursuant to Article 7, or (5) subject to approval by the ARC pursuant to Article 7, vinyl coated chain link fences, wood shadowbox fences, and aluminum picket rail fences situate on rear Lot lines and side Lot lines; provided, that no such fence shall exceed a height of six (6) feet measured from ground level (and no fence shall be permitted on the lot side adjacent to a street unless such fence is screened by a landscape hedge approved by the ARC).

Section 9.13. Landscaping. Decorative ground cover in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed six (6) inches in height).

Section 9.14. Solar Energy Devices. Subject to the provisions of Section 163.04 Florida Statutes, to the extent applicable, no Owner may erect or maintain solar collector panels or other solar energy devices or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC.

Section 9.15. Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ARC. No unpainted concrete block surfaces shall be visible on any exterior wall. Notwithstanding the foregoing, the ARC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 9.16. Chimneys. All fireplace flues, smoke stacks and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

Section 9.17. Closets and Outside Clothes Drying. No rugs, or laundry of any kind, or other similar type article, shall be shaken, hung or exposed so as to be visible outside the Unit; and Clothes hanging devices exterior to a dwelling shall not be permitted on any Lot, Unit or Common Area. However, if such restriction is prohibited by legislation having jurisdiction over the Property, then only portable outdoor clothes drying devices located behind the Unit, as approved by Association shall be permitted and all such devices shall be screened from public view and shall be removed when not in use.

Section 9.18. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

Section 9.19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 9.20. Mail Boxes. Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ARC. If the Postal Service requires the use of cluster type mailboxes, such mailboxes shall be erected and maintained by the Association within the right-of-way of the Private Streets or on other Common Property at locations required or approved by the Postal Service. If the Postal Service provides door-to-door delivery service, each Owner shall be responsible for erecting and maintaining the Owner's mail box in accordance with Postal Service regulations, subject to approval of the ARC of any deviation from the original mail box installed by the Builder.

Section 9.21. Roof. No exposed roof surfaces on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the State Insurance Board or other appropriate governmental authority as meeting fire retardant standards. The ARC shall have the authority to approve roof treatments and materials when in its determination such treatments and materials, in the form utilized will not be a detriment to the quality of the community.

Section 9.22. Setback Lines. All buildings or other structures, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines shown on the recorded Plat or imposed by the governmental authorities. Notwithstanding the foregoing, the ARC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship, however, no such variances granted by the ARC shall effect to rights of the governmental authorities to enforce the setback requirements shown on the Plat.

Section 9.23. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature shall not be placed on any Lot in the Neighborhood between the street right-of-way and the front of a Unit and must be approved by the ARC. No

permanently installed basketball poles and backboards are permitted. No portable basketball backboards may be kept outside of a Unit overnight or when not in use.

Section 9.24. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

Section 9.25. Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ARC shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except intentional misdeeds and gross negligence.

Section 9.26. Television and Radio Receiving Devices. No exterior radio or television antenna, satellite dish, microwave antenna or other antenna or device for sending or receiving television or radio signals may be erected or maintained on the exterior of any Unit in the Property in such a manner as to be visible to an observer from the street in front of the Unit. Television and/or radio receiving devices may be erected on the exterior of a Unit in a location that does not allow them to be visible to an observer from the street in front of the Unit if such devices are approved for installation by the ARC, provided however, that satellite receiving dishes in excess of 39 inches in diameter shall be prohibited on all Lots. Notwithstanding the foregoing, the Board of Directors of the Association shall have the authority to establish size limitations for television and radio receiving devices that do not have a material effect upon the appearance of the Unit which devices may be approved for use in areas that are visible to an observer from the street if advances in technology create devices that are unobtrusive and do not materially affect the appearance of the Unit. By acceptance of a deed to a Unit within the Property, each Owner agrees that this restrictive covenant is a reasonable limitation on the Owners' ability to receive television and/or radio transmissions, and (1) does not unreasonably delay or prevent installation, maintenance or use of television or radio receiving devices, (2) does not unreasonably increase the cost of installation, maintenance or use of television or radio receiving devices, (3) does not preclude reception of an acceptable quality television or radio signal, and (4) does not impose an unnecessary burden, expense or delay on any Owner. Each Owner covenants with Declarant and every other Owner that the rights of the Association and all other Owners of Units in the Property in the protection of property values and the architectural character and aesthetics of the Property supersedes and takes precedence over the interests of each individual Owner in the placement of television and radio receiving devices, and that the limitations established in this Declaration provide each Owner reasonable alternatives for receiving quality television and radio signals without the necessity of erecting receiving devices in locations that are visible to observers from the street in front of the Unit or otherwise materially affect the appearance of the Unit. Therefore, each Owner agrees to be bound by this limitation and waives the benefits of any contrary rule or regulation promulgated by the Federal Communications Commission or other governmental body or agency.

Section 9.27. Maintenance of Premises and Landscaping. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot. All lawns, landscaping and irrigation systems, and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground irrigation systems, to the pavement edge of any abutting streets and to the water line of any abutting lakes, canals or water bodies. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan.

Section 9.28. Lakes. No swimming is permitted. The use of gasoline motors is prohibited. Electric motors not larger than three (3) horsepower are permitted. Sailboats, rowboats, and other boats without engines or motors are permitted. The parking and storage of boats, boat trailers, or the like is prohibited without the prior written consent of the Association, unless fully enclosed and stored within a garage upon a Unit.

Section 9.29. Docks. Docks, ramps or floats are prohibited in any of the water bodies or lake banks within the Rivermill. Any permanent disturbance to the existing natural shoreline is not permitted. This prohibition does not apply to the Declarant or the Association for a Common Area installation.

Section 9.30. Discharge into Water Bodies. Nothing other than storm water or irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. The construction and/or installation of any device through which water is drawn shall be subject to the prior written approval of the ARC as set forth in Article 7 of the Declaration. Irrigation water may not be withdrawn from any body of water within the Property or the ground without the consent of the Declarant, its successors and assigns, which consent may be withheld in the sole discretion of such Board.

Section 9.31. Party Walls. Some, or all, of the Units may be constructed as attached dwellings, and will share common walls which shall be referred to herein as "Party Walls." The Owners of the Units sharing Party Walls shall be jointly responsible for all maintenance, repairs and replacement of the Party Walls, and the Association shall not have any responsibility or authority whatsoever for the maintenance, repair or replacement of any Party Wall. No Owner shall make any hole or penetration of any Party Wall without the prior written consent of the other Owner(s) of the Party Wall. Any Owner who causes damage to any Party Wall through his acts or omissions, or through the acts or omissions of the Owner's tenants, guests, invitees or members of the Owner's household or family, shall be liable to the other Owner(s) of the Party Wall for the cost of repairing such damage and restoring the Unit and property of the other Owner(s) to the condition they were in immediately prior to such damage. The Board of Directors of the Association may, in its sole and absolute discretion acting on the mutual written request of the Owners of the Party Wall, elect to assist the Owners of Party Walls in the peaceful resolution of any disputes concerning the Party Walls through voluntary non-binding mediation. If the Board elects to assist by providing voluntary non-binding mediation for the Owners of the Party Wall, the Board shall have no liability whatsoever for the outcome of the mediation, or the failure of any Owner to respect the agreement, if any, reached through mediation. No Association funds shall be expended to provide voluntary non-binding mediation services to the Owners of Party Walls, and such Owners shall agree to pay any expenses of such mediation, in advance, as part of their mutual request for mediation. The Board may elect to terminate any such voluntary mediation at any time and without any prior notice or cause by delivering written notice of such termination to the Owners of the Party Wall. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Units sharing a Party Wall.

Section 9.32. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted, without the prior written consent of Declarant or the ARC.

Section 9.33. Tracts "OS4" and "OS5". Except for sod and irrigation system that may be installed in Tracts "OS4" and "OS5" which are permitted improvements, Tracts "OS4" and "OS5" shall be maintained devoid of buildings, accessory structures, fences, hedges, shrubbery, walks and impervious areas, and shall be maintained as "Open Space". The Owner of Lot 60 shall at its own cost and expense maintain in good and living condition Tract OS5; and the Owner of Lot 219 shall at its own cost and expense maintain in good and living condition Tract OS4. "Good and living condition" shall mean the proper irrigation, fertilization, mowing and edging thereof.

Section 9.34. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Unit shall be of a type approve by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.

ARTICLE 10

PICKETING AND DEMONSTRATIONS

By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the subdivision, that no Owner or resident of any Lot shall engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Common Area, easement or street adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition shall not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded Plat of Rivertmill. No Owner or resident of any Lot shall engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area, easement or street depicted on any Plat of Rivertmill. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech and to recognize and agree that all Owners have the right to the peaceful enjoyment of their property; the right of privacy; the right to practice their own religion; the freedom of association; the right to engage in a profession, business or lifestyle of their own choosing provided that the conduct of such profession, business or lifestyle is not illegal and does not otherwise violate any provision of this Declaration.

ARTICLE 11

ACCEPTANCE AND MAINTENANCE OF COMMON PROPERTY

Section 11.1. Construction and Ownership of Common Property Improvements. It is anticipated that Declarant will designate certain portions of the Property to be Common Property. Declarant may elect to construct or install certain improvements or facilities upon portions of the Common Property, but is not obligated to do so. Declarant shall have the absolute right and power to determine what improvements or facilities, if any, it will install or construct on the Common Property at all times prior to conveying such Common Property to the Association, and within two (2) years thereafter. All lands designated by the Declarant as Common Property shall be conveyed to, and title shall be held by, the Association, together with all improvements or facilities constructed or installed thereon, and subject to the terms, conditions and obligations of any drainage permits, environmental permits or other applicable governmental approvals or permits.

Section 11.2. Acceptance of Common Property. Within thirty (30) days after receipt of written notice from the Declarant informing the Association that Declarant has completed construction or installation of improvements upon any portion of the Common Property, the President of the Association, or in the absence of the President, any Vice President of the Association, together with a duly authorized representative of the Declarant, shall conduct a thorough inspection of the improvements or facilities, and shall report in writing any incomplete or defective conditions. The Association shall have the right to engage the service of a professional engineer, or other qualified inspector, to assist with the inspection and preparation of the written report. Upon completion or correction of any incomplete or defective conditions by Declarant, and re-inspection and approval by the President (or Vice President, as the case may be), or, in the event that the Declarant and the representative of the Association disagree about the completion or correction of allegedly incomplete or defective conditions, upon written certification of completion by a licensed engineer or architect engaged by the Declarant, Declarant shall convey by Quitclaim Deed all of its right, title and interest in and to the Common Property, including the improvements or facilities, to the Association, and the Association shall accept and acknowledge the deed of conveyance, and/or the certificate of completion, and shall thereafter own all right, title and interest in the Common Property and improvements or facilities subject to any applicable easements or other matters of record and any permits or approvals applicable to the Common Property. The Common Areas, personal property, and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is", "where is" condition without any representation or warranty, expressed or implied, in fact or by law, as to the condition, fitness or merchantability of the Common Areas being conveyed.

Section 11.3. Maintenance of the Common Property. The Association shall own, operate and maintain all Common Property, including but not limited to the Private Streets, and the improvements or facilities constructed or installed thereon in first class condition, subject to normal wear and tear, depreciation, and the elements. Maintenance of the Common Property shall include periodic inspection and preventive maintenance for the improvements and facilities owned by the Association. Notwithstanding, anything to the contrary herein contained, the Owner of Lot 60 shall at its own cost and expense maintain in good and living condition Tract OS5; and the Owner of Lot 219 shall at its own cost and expense maintain in good and living condition Tract OS4. "Good and living condition" shall mean the proper irrigation, fertilization, mowing and edging thereof.

Section 11.4. Inspections of the Common Property by Declarant. Declarant hereby reserves the right, at all times after conveyance of the Common Property to the Association, to enter the Common Property, without prior notice, and to inspect the condition of the improvements and facilities owned by the Association. If Declarant determines, in its sole judgement, that the improvements or facilities are in need of repair or maintenance, it shall so notify the Association in writing, and it shall be the Association's sole obligation to promptly complete such repairs or maintenance. Failure of the Association to properly maintain and repair the Common Property shall relieve the Declarant of any liability to the Association or to any Member for any condition of the Common Property. Declarant shall have the right to make a record of its inspections by photographing and/or videotaping the Common Property, and shall have the right to perform tests or examinations to determine the condition of the Common Property, provided that Declarant shall indemnify the Association from any claims for personal injury, death, property damage or nonpayment asserted by persons claiming by, through or under the Declarant for injury, death or damage occurring as a result of such examinations or tests. Notwithstanding the foregoing, Declarant shall have no obligation to perform inspections of the Common Property owned by the Association. The deeds conveying the Common Property to the Association may contain a recitation of this reservation, however failure to recite such reservation in such deeds shall not affect the rights of Declarant herein reserved.

Section 11.5. Maintenance and Repair Records. The Association shall keep records of maintenance and repairs performed on the Common Property, and such records shall be made available to the Declarant and to any Member upon written request. Failure of the Association to maintain appropriate records of maintenance and repairs shall be conclusive evidence that such maintenance and repairs were not performed.

Section 11.6. Surface Water and Storm Water Management System. The Declarant has caused or will cause to be constructed within the geographic area shown by the Plat drainage canals, lakes and drainage retention/detention ponds. These drainage structures are part of the overall drainage plan for the Property. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes within the Property at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. Should the Association fail to sufficiently maintain any portion of the Surface Water and Storm Water Management System within its boundaries (or any portion of a surface water management system which connects with the Surface Water and Storm Water Management System), the Association shall have the authority to maintain such portion and the cost of such maintenance shall be assessed against and become a debt of the Owner to the Association as a special assessment and shall become immediately due and payable as provided for other assessments of the Association. Consequently, no Owner shall utilize, in any way, any of the drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Declarant and the Association. Further, where an Owner of a Lot is contiguous to any of the drainage facilities, the Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

Section 11.7. Environmental and Drainage Permits. The Association shall maintain, as part of the common elements, the Surface Water and Storm Water Management System drainage structures for the Property, and comply with conditions of the permits from the South Florida Water Management District ("SFWMD") Permit No. 50-04435-P, the Lake Worth Water Management District, Palm Beach County, the City of West Palm Beach, the State of Florida, the United States government and their agencies, bureaus and instrumentalities for the drainage system, including,

without limitation, perpetual maintenance of all signage and notices required by such permits (herein referred to as the "Environmental and Drainage Permits"). The Association, shall, when requested by Declarant, accept transfer of the Environmental and Drainage Permits applicable to the Property. The conditions of the Environmental and Drainage Permits include monitoring and record keeping schedules, and maintenance.

Section 11.8. Monitoring. Water quality data for the water discharged from the permittee's property (i.e., from the Lots and/or Common Property) or into the surface waters of the state shall be submitted to the SFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Waste Water by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U. S. Environmental Protection Agency. If water quality data are required, the permittee (i.e., the Association as assignee of the Environmental and Drainage Permits) shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the state.

Section 11.9. Control. The Association agrees to operate and maintain the system, and has sufficient ownership so that it has control over all water management facilities authorized.

Section 11.10. Hold Harmless. The Association shall hold and save the SFWMD and the Declarant harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

Section 11.11. Operation. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the Environmental and Drainage Permits, as required by the SFWMD or by any other governmental authority issuing an Environmental and Drainage Permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Environmental and Drainage Permit and when required by SFWMD rules.

Section 11.12. Access and Inspection. The Association, specifically agrees to allow authorized SFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the Environmental and Drainage Permit and SFWMD regulations, such as:

- (a) Having access to and copying any records that must be kept under the conditions of the Environmental and Drainage Permit; and
- (b) Inspecting the facility, equipment, practices, or operations regulated or required under the Environmental and Drainage Permit; and
- (c) Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the Environmental and Drainage Permit or SFWMD rules; and
- (d) Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 11.13. Littoral Areas. Establishment and survival of littoral areas, if required by SFWMD, provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

Section 11.14. Reports. The Association shall submit inspection reports in the form required by SFWMD if such reports are required, in accordance with the following schedule unless specified otherwise here or in the permit application:

(a) For systems utilizing effluent filtration or exfiltration, the inspection shall be performed eighteen (18) months after operation is authorized and every eighteen (18) months thereafter.

(b) For systems utilizing retention and wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

Section 11.15. Surface Water Management Plan. It shall be the responsibility of each Lot Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40E-4, F.A.C., approved and on file with the SFWMD.

Section 11.16. Notice to Owners; Non-Disturbance; and Maintenance. Lot Owners are hereby notified that certain Lots or Units may include, or be adjacent to wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements, including, but not limited to Litoral Planting Area shown on the Plat. It is the Lot Owner's responsibility not to remove native vegetation that becomes established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SFWMD, Surface Water Permitting Department. The SFWMD may authorize removal of certain exotic or nuisance vegetation upon application by Lot Owners or the Association. Each Lot Owner, by acceptance of the deed conveying title to the Owner, is deemed thereby to have accepted the partial assignment of the surface water permit(s) affecting the Lot and to have agreed to abide by all conditions of the permit(s) including, but not limited to, agreement of the Lot Owner not to violate the conditions of the permit(s) regarding dumping of household trash, fill or landscape trimmings or planting or removal of plant life. Lot Owners are hereby notified that activities such as planting grass, sodding, planting any shrub, tree or flower, trimming or removing dead or damaged vegetation, filling low areas, distributing dirt more evenly, digging drainage ways, erecting fences, paving, constructing playhouses or trechouses, or in any other way disturbing the natural environment is subject to strict regulation, and no such activities should occur unless a valid permit has been first obtained.

Section 11.17. Prior Approval. No Owner of a Lot within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements described in the approved permit and recorded Plats of the subdivision, unless prior approval is received from the SFWMD pursuant to Chapter 40E-4, F.A.C.

Section 11.18. Effect of Dissolution. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40E, Florida Administrative Code, and be approved by SFWMD prior to such termination, dissolution or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water and Storm Water Management System in accordance with the requirements of the permits.

Section 11.19. Special Amendments Relating to Surface Water and Storm Water Management System. Any amendment to this Declaration which alters the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior written approval of the South Florida Water Management District. This section may not be amended without the consent of such District.

Section 11.20. Shared Facilities. It is expected that certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of adjacent lands not owned by Declarant and not within the Property subject to this Declaration. Declarant reserves the right to grant such drainage and/or use easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Property and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

Section 11.21. Water Levels in Retention Ponds; Flooding, Wildlife. The Surface Water and Storm Water Management System is designed to provide drainage for the Properties. Neither the Association, the Declarant, Palm Beach County nor SFWMD shall have any liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the lakes and/or retention ponds, if any, being below normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance of the retention ponds is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the retention ponds may recede, and neither the Association, the Declarant, Palm Beach County nor SFWMD shall have any liability for such conditions. Provided that the Surface Water and Storm Water Management System is constructed in substantial compliance with the plans and specifications therefor approved by the appropriate governmental authorities, neither the Declarant, nor the Association nor any governmental authority shall be liable to the Association or any Owner for damage caused by flooding, and each Owner acknowledges and agrees that as long as the Declarant and the Association have acted in good faith in reliance on reasonable engineering criteria approved by the governmental authorities in the design and construction of the Surface Water and Storm Water Management System, they shall not be liable for damages sustained by any Owner caused by weather events not taken into consideration in the design or construction of such system and facilities. All Persons are hereby notified that from time to time alligators and other wildlife may habitate or enter into water bodies within or nearby the Property and may pose a threat to Persons, pets and property, but that the Association and Declarant are under no duty to protect against, or to monitor, or to notify Owners or other persons of the presence of such wildlife, and do not in any manner warrant or insure against, any death, injury, damage or loss caused by such wildlife to Persons, pets or property, and do not in any manner warrant or insure against, any death, injury, damage or loss caused by such wildlife.

Section 11.22. Bulkhead Maintenance and Replacement. All bulkheads or retaining walls installed in or around any Lake within the Property by the Declarant or the Association, but not private bulkheads or retaining walls installed by Lot Owners, shall be part of the Common Area, and shall be maintained, repaired and replaced by the Association as an Association expense, provided however, that if such maintenance, repair or replacement is caused by the failure of the Lot Owner whose Lot abuts the bulkhead or retaining wall to use reasonable diligence and care in the maintenance of the Lot, the Association shall have the right to impose a special assessment against the Owner of such Lot for the reasonable and necessary expense incurred by the Association in so doing. Nothing herein shall limit the right of the Association to enter into agreements with the Association or other governmental or quasi-governmental authority for the maintenance, repair or replacement of such bulkheads and retaining walls.

Section 11.23. Hypoluxo Road Median Island Maintenance. The Association shall have the perpetual obligation to maintain the landscaping (and irrigation system, if any) within the median on the portion of Hypoluxo Road fronting the entrance to the Property. Perpetual maintenance shall mean, but is not limited to, pruning, fertilizing, irrigation in order to maintain healthy plant material.

ARTICLE 11

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 12.1. Rights of Eligible Holders. An institutional holder, insurer, or guarantor of a first Mortgage that provides a written request to the Association (such request to state (1) the name and address of such holder, insurer, or guarantor; (2) the name of the Owner; (3) the address of the Unit; and (4) the Lot and Block numbers and identification of the Unit, thereby becoming an "Eligible Holder"), will be entitled to:

(a) the right to inspect Association documents and records on the same terms as Members;

(b) copies of all written notices to the Unit Owner of material amendments to the Declaration, Articles of Incorporation or Bylaws of the Association when such notices are required to be given to Owners pursuant to such documents;

(c) copies of written notices to the Unit Owner of extraordinary actions to be taken by the Association when such notices are required to be given to Owners pursuant to this Declaration or the Bylaws;

(d) copies of written notices to the Unit Owner of (1) any property loss, condemnation or eminent domain proceeding affecting the Common Property resulting in losses greater than ten percent (10%) of the current annual budget, or (2) any Unit insured by the Association in which the Eligible Holder has an interest;

(e) copies of written notices to the Unit Owner of any termination, lapse or material modification of an insurance policy held by the Association;

(f) written notice of any default by an Owner of a Unit subject to a mortgage held by the Eligible Holder in paying assessments or charges to the Association which remains uncured for sixty (60) consecutive days;

(g) written notice of any proposal to terminate the Declaration or dissolve the Association at least thirty (30) days before such action is taken;

(h) the right of a majority of Eligible Holders (determined on the basis of one vote for each Unit standing as security for a mortgage held by the Eligible Holder) to demand that the Association retain a professional management company; and

(i) the right of a majority of Eligible Holders (determined on the basis of one vote for each Unit standing as security for a mortgage held by the Eligible Holder) to demand an audit of the Association's financial records.

Section 12.2. Voting Rights of Eligible Holders. For purposes of this Section, an Eligible Holder of a Mortgage shall be entitled to one (1) vote for each first Mortgage owned.

12.2.1. Unless at least two-thirds (2/3) of the Eligible Holders consent, the Association shall not:

(a) by act or omission abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Property 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 Property 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 an Owner (A decision, including contracts, by the Board or provisions of

any declaration subsequently recorded on any portion of the Property shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any material aspect of the scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

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

12.2.2. Any election to terminate the legal status of the Association shall require:

(a) the approval of at least fifty-one percent (51%) of the Eligible Holders if the election to terminate the legal status is the result of substantial destruction or a substantial taking in condemnation of the Common Property; or

(b) the approval of at least sixty-seven percent (67%) of the Eligible Holders if the termination is sought for any other reason.

12.2.3. In the event a portion of the Common Property is either condemned or destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed substantially in accordance with the provisions of the Declaration and the original plans and specifications for the project unless fifty-one (51%) of the Eligible Holders approve the taking of other action by the Association.

12.2.4. The affirmative vote fifty-one percent (51%) of the Eligible Holders shall be sufficient to require the Association to engage a professional management company.

12.2.5. The affirmative vote fifty-one percent (51%) of the Eligible Holders shall be sufficient to require the Association to conduct an audit of its financial records.

Section 12.3. Voluntary Payments by Eligible Holders. Eligible Holders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Association policy, and Eligible Holders making such payments shall be entitled to immediate reimbursement from the Association.

Section 12.4. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the Eligible Holder of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 12.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the Eligible Holder of any Mortgage encumbering such Owner's Unit.

Section 12.6. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently modify any of their respective requirements which necessitate the provisions of this Article, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 12.7. Applicability of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, the Bylaws, or Florida corporate law for any of the acts set out in this Article.

Section 12.8. Failure of Eligible Holder to Respond. Any Eligible Holder who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Eligible Holder within thirty (30) days of the date of the Association's request.

ARTICLE 13

INSURANCE AND CASUALTY LOSSES

Section 13.1. Common Areas. The Association shall keep all improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

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

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

The Association shall also maintain, to the extent any insurable improvements to Common Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program.

Section 13.2. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 13.3. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may

also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion.

The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' of regular assessments, plus all reserve funds.

Section 13.4. Damage and Destruction.

13.4.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

13.4.2. In the event of damage or casualty loss to the improvements, if any, erected on the Common Property, which in the opinion of the Board of Directors, should not be repaired or reconstructed, the Board shall deliver written notice thereof to each Member stating (1) the amount of the insurance proceeds to be paid to the Association by the insurer as a result of the loss; (2) the estimated cost of repair or reconstruction; and (3) a request that each Member deliver a written response voting for or against repair or reconstruction within 30 days after receiving the Board's notice. Such notice shall be sent to each Member within 60 days after the Board has received the settlement offer of the insurer and the estimated cost of repair or reconstruction from a qualified contractor. The Association shall make the repairs or reconstruct the improvements unless at least 75% of the Members of each class of membership vote not to do so. No Eligible Holder shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees, if any, providing construction financing for such damaged Common Property.

13.4.3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the affected portion of the Common Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition.

Section 13.5. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Property shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Eligible Holders as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Eligible Holder of a Unit and may be enforced by such Mortgagee.

Section 13.6. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners

on the same basis as provided for Annual Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 14

GENERAL PROVISIONS

Section 14.1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term. Termination of this Declaration is deemed to be an "Extraordinary Action" subject to the provisions of Section 14.2.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of the Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 14.2. Material Amendments and Extraordinary Actions. The Association may amend this Declaration in regard to the matters identified herein as "Material Amendments," or may undertake the actions herein listed as "Extraordinary Actions" only in the following manner:

14.2.1. Material Amendments. The matters listed below are deemed to be material to this Declaration, and any proposed amendment concerning such matters shall be deemed to be a "Material Amendment":

- (a) the manner of determining the basis for assessments or the administration of assessment liens;
- (b) any method of imposing or determining any charges to be levied against individual Unit Owners;
- (c) reserves for maintenance, repair or replacement of Common Area improvements;
- (d) maintenance obligations;

- (e) allocation of rights to use Common Areas;
- (f) any scheme of regulation or enforcement of standards for maintenance, architectural design or appearance of improvements on Units;
- (g) reduction of insurance requirements;
- (h) restoration or repair of Common Area improvements;
- (i) the addition, annexation or withdrawal of land to or from the project;
- (j) voting rights;
- (k) restrictions affecting leasing or sale of a Unit; or
- (l) any provision which is for the express benefit of Mortgagees, or Eligible Holders.

14.2.2. Extraordinary Actions. The matters listed below are deemed to be extraordinary under this Declaration, and any proposed action concerning such matters shall be deemed to be an "Extraordinary Action":

- (a) merging or consolidating the Association (other than with another nonprofit entity formed for purposes similar to the Association);
- (b) determining not to require professional management, if that management has been required by the Association documents, a majority of Eligible Holders or a majority vote of the Members;
- (c) expanding the Association to include land which increases the overall land area of the project or number of Units by more than 10%;
- (d) abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of the Common Areas (except for (1) granting easements which are not inconsistent with, or which do not interfere with, the intended Common Area use; (2) dedicating Common Area as required by a public authority; (3) limited boundary line adjustments made in accordance with the provisions of this Declaration; or (4) transferring Common Area pursuant to a merger with a nonprofit entity formed for purposes similar to the Association);
- (e) using insurance proceeds for purposes other than reconstruction or repair of insured improvements;
- (f) making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20% of the annual operating budget for that period;
- (g) termination of the Declaration or other termination of the planned unit development;
- (h) dissolution of the Association; or
- (i) using Association funds to pay legal expenses, including without limitation, attorney's fees, expert witness fees, filing fees, court costs, investigation expenses or other expenses arising from the

investigation, feasibility analysis, preliminary assessment, legal review or consultation, filing suit, gathering or giving evidence, appeals, motions or trials, concerning taking any legal action intended to compel the Declarant to perform any obligation set forth herein or to recover from the Declarant any monetary damages, payment or reimbursement of any kind.

14.2.3. Notice Required for Material Amendment or Extraordinary Action. Written notice of any proposed Material Amendment or Extraordinary Action shall be delivered to each Member at least 30 days in advance of (1) any meeting at which such matter is to be discussed or (2) any action which is to be taken by written approval of the Members in lieu of a meeting. The notice shall state the purpose of the meeting or proposed written approval and shall contain a summary of any Material Amendment or Extraordinary Action to be considered. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less - the quorum for any such meeting shall be no less than 20% of the total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1000 Members - the quorum for any such meeting shall be no less than 10% of the total number of votes. If the Association has, or is planned to have, more than 1000 Members - the quorum for any such meeting shall be no less than 5% of the total number of votes. The foregoing requirements are minimum requirements, however, more stringent requirements imposed elsewhere in this Declaration, or pursuant to applicable laws or regulations shall supersede the requirements contained in this Section and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

14.2.4. Approval Required for Material Amendment or Extraordinary Action. Material Amendments and Extraordinary Actions may be approved by the Members, after receipt of notice as set forth above, either (1) by the affirmative vote of at least 67% of the Class A Members (i.e. all Members except the Declarant and any Builder who retain Class B or Class C status) who are present, in person or by proxy, and voting at the meeting called as described in the notice at which a quorum is present, and the affirmative vote of the Declarant, or (2) by the written consent of at least 67% of all Class A Members and the Declarant (if the Declarant then retains Class B status) to any action taken in lieu of a meeting.

14.2.5. Additional Approval Requirements. In addition to the approval of the Members and the Declarant set forth above, the following conditions shall apply:

(a) any Material Amendment or Extraordinary Action that changes the rights of any specific class of Members (i.e. Class A, Class B, or Class C) must also be approved either: (1) by the affirmative vote of at least 51% of the Members of such Class who are present, in person or by proxy, and voting at a meeting called as described in the required notice at which a quorum of such Class of Members is present, or (2) by the written consent of at least 51% of all Members of such Class to any action taken in lieu of a meeting.

(b) any Material Amendment or Extraordinary Action proposed during the period in which the Declarant retains its Class B status must also be approved by the Federal Housing Administration ("FHA"), and the Department of Veterans Affairs ("VA") if any Unit within the Property has been financed by a mortgage insured by FHA or guaranteed by VA. The Association shall deliver written notice of the proposed Material Amendment or Extraordinary Action to the FHA and VA simultaneously with its notice to the Members. If the FHA or VA fails to deliver written notice to the Association of its objection to the proposed Material Amendment or Extraordinary Action within 30 days after receipt of the notice, FHA and VA will be deemed to have approved the matters contained in the notice, and the Association shall be entitled to record an affidavit signed by an authorized officer averring that written notice was delivered to the FHA and VA and no objection was timely received from such agencies.

14.2.6. Notice of Material Amendment or Extraordinary Action. Upon approval of a Material Amendment or Extraordinary Action, the Association shall record appropriate written notice thereof in the Public Records of Palm Beach County, Florida, and take all such further action as may be prudent or necessary to implement and carry out the Material Amendment or Extraordinary Action.

Section 14.3. Non-Material Amendments. The Association may amend this Declaration in regard to all matters, except those identified in Section 14.2 as "Material Amendments", in the following manner.

14.3.1. Amendments by Declarant. During the period in which the Declarant retains the status of the Class "B" Member, Declarant shall have the right to amend this Declaration, without the necessity of joinder by Owners or any other persons or entities, to make non substantial changes that do not materially or adversely affect the interests of other Owners or other affected parties, and to clarify any ambiguities or conflicts, or correct any scrivener's errors in this Declaration.

14.3.2. Amendments by Members - Notice Required for Non-Material Amendment. Written notice of any proposed Non-Material Amendment shall be delivered to each Member at least 30 days in advance of (1) any meeting at which such matter is to be discussed or (2) any action which is to be taken by written approval of the Members in lieu of a meeting. The notice shall state the purpose of the meeting or proposed written approval and shall contain a summary of any Non-Material Amendment to be considered. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less - the quorum for any such meeting shall be no less than 20% of the total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1000 Members - the quorum for any such meeting shall be no less than 10% of the total number of votes. If the Association has, or is planned to have, more than 1000 Members - the quorum for any such meeting shall be no less than 5% of the total number of votes. The foregoing requirements are minimum requirements, however, more stringent requirements imposed elsewhere in this Declaration, or pursuant to applicable laws or regulations shall supersede the requirements contained in this Section and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

14.3.2. Approval Required for Non-Material Amendment. Non-Material Amendments may be approved by the Members, after receipt of notice as set forth above, either (1) by the affirmative vote of at least 51% of the Class A Members (i.e. all Members except the Declarant and any Builder who retain Class B or Class C status) who are present, in person or by proxy, and voting at the meeting called as described in the notice at which a quorum is present, and the vote of the Declarant, or (2) by the written consent of at least 51% of all Class A Members and the Declarant (if the Declarant then retains Class B status) to any action taken in lieu of a meeting.

14.3.3. Notice of Non-Material Amendment. Upon approval of a Non-Material Amendment, the Association shall record appropriate written notice thereof in the Public Records of Palm Beach County, Florida, and take all such further action as may be prudent or necessary to implement and carry out the Non-Material Amendment.

Section 14.4. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and Declarant may be assigned to any person, corporation or association which will assume the duties of the Association or Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, he or it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or Declarant. Further, the Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 14.5. Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with Palm Beach County, Florida, may seek the formation of special purpose municipal service taxing units ("MSTUs"). The MSTUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefitting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with

Palm Beach County shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSTU assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with Palm Beach County to provide the services funded by the MSTUs. Services performed by an MSTU that would otherwise be performed by the Association and for which the MSTU imposes assessments on the Owners shall be removed from the Association's budget and the Board shall reduce the Annual Maintenance Assessment accordingly.

Section 14.6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association shall have the right of self help to cure any violations that remain uncured after any required notice is given.

Section 14.7. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 14.8. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the facilities located thereon.

Section 14.9. Disposition of Common Property on Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided for herein, all Common Property owned by the Association at such time shall be transferred to another association or appropriate public agency having similar purposes. If no other association or agency will accept such property then it will be conveyed to a Trustee appointed by the Circuit Court of Palm Beach County, Florida, which Trustee shall sell the Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. That portion of the Open Space or Common Property consisting of the Surface Water and Storm Water Management System cannot be altered, changed or sold separate from the lands it serves except that Declarant shall be obligated to and shall convey that portion of the Open Space consisting of the Surface Water and Storm Water Management System to the Association upon completion and approval of such system by all applicable governmental authorities. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses.

Section 14.10. Execution of Documents. The Plat may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 14.11. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 14.12. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 14.13. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14.14. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property

Section 14.14. Conflicts. In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

Section 14.15. Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 14.16. Certain Rights of Declarant. Declarant reserves, and the Declarant and its nominees shall have the right to enter into and transact on the Property any business necessary to consummate the construction and sale of Units including but not limited to, the right to maintain models and a sales office, place signs, employ sales personnel, use the Common Property and show Units. Any such models, sales office, signs and any other items pertaining to such efforts shall not be considered a part of the Association Property and shall remain the property of Declarant. The rights and privileges of Declarant herein described in this Section 14.16 shall terminate upon Declarant no longer owning any portion of the Property.

ARTICLE 15

ENFORCEMENT

Section 15.1. Enforcement. Enforcement of these covenants, conditions and restrictions shall be in accordance with this Article 15 by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant, or their successors or assigns, to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter. Further, the Association shall have the right of self help to cure any violations that remain uncured after any required notice is given. If the Association

elects to commence enforcement proceedings after delivery of notice thereof to any Owner in violation hereof, and incurs any expenses in the commencement of such proceedings, the Association shall prosecute such enforcement proceedings to conclusion notwithstanding subsequent voluntary compliance by the Owner until the Association shall have recovered its expenses from such Owner.

Section 15.2. Mediation and Arbitration of Disputes. Before commencing any other form of legal action to enforce the provisions of this Declaration, the party desiring enforcement shall first demand mediation by an independent third party professional mediator. If a settlement of the dispute is reached through voluntary mediation, a notice thereof shall be executed by the parties, and, if appropriate, shall be recorded in the real property records to place all successors and assigns of the Owner on notice of such settlement. If no settlement is achieved through voluntary mediation, either party shall have the right to initiate mandatory binding arbitration according to the rules of the American Arbitration Association. All persons owning any portion of any Lot, their family members and tenants, shall be deemed to have consented to mandatory binding arbitration of all disputes arising under this Declaration, and shall cooperate and participate in such arbitration proceedings. The award of the arbitrator may be entered as an agreed judgment in any litigation or legal proceeding concerning the subject matter of the arbitration, and shall be enforceable in accordance with its terms. In any such arbitration proceedings, the arbitrator shall award recovery of the arbitration fees, attorneys' fees, expert witness fees, and other costs and expenses of such proceeding to the prevailing party.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

WITNESSES:

Ivy M. Seitzman
Name: Ivy M. Seitzman
Dawn N. Munson
Name: Dawn N. Munson

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation,
its managing general partner

By: Trent Bass
Trent Bass, Division President

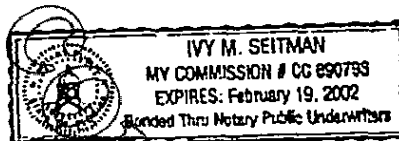
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of August, 2000, by TRENT BASS as Division President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, managing general partner of CENTEX HOMES, a Nevada general partnership, on behalf of the corporation. He is personally known to me and did not take an oath.

Ivy M. Seitzman
Print Name: Ivy M. Seitzman
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

(Notary Seal)



JOINDER

RIVERMILL HOMEOWNERS ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11 day of August, 2000.

WITNESSES:

RIVERMILL HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation

Denise M. Scherer
Print Name: DENISE M. SCHERER

By: Kevin Borkenhaven
Vice President

Ivy M. Seitzman
Print Name: Ivy M. Seitzman

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of August, 2000, by Kevin Borkenhaven as Vice President of RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced his/her Florida State drivers license as identification, on behalf of the corporation.

Denise M. Scherer

Notary Public, State of Florida

Print Name:

My Commission Expires: 12/8/02

(Notary Seal)



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

RIVERMILL

Lots 1 through 377, inclusive; and Tracts "A," "B," "C," "D," "E," and "F"; Tracts "OS1," "OS2," "OS3," "OS4," "OS5," "OS6," "OS7," and "OS8"; Tracts "BT1," "BT2," "BT3," and "BT4"; Tracts "L1," "L2," and "L3"; Tracts "R1," "R2," and "R3"; Tracts "PA1," "PA2," and "PA3" of the Plat of Rivermill, a subdivision in Palm Beach County, Florida, according to the Plat thereof recorded in Plat Book 88, at Pages 71 through 77 of the Official Records of Palm Beach County, Florida.

This is not a certified copy

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON PROPERTY

RIVERMILL

Tracts "A," "B," "C," "D," "E," and "F"; Tracts "OS1", "OS3", "OS4", "OS5", "OS6", "OS7", and "OS8"; Tracts "BT1", "BT2", "BT3", and "BT4", Tracts "L1," "L2", and "L3", Tracts "R1", "R2", and "R3" of the Plat of Rivermill, a subdivision in Palm Beach County, Florida, according to the Plat thereof recorded in Plat Book 88, at Pages 71 through 77 of the Official Records of Palm Beach County, Florida.

RivrtmillMstr

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EXHIBIT "C"

COUNTRY ESTATES AT RIVERMILL. RESIDENTIAL AREA

Lot 1 through Lot 257, inclusive, of the Plat of Rivermill, a subdivision in Palm Beach County, Florida, according to the Plat thereof recorded in Plat Book 88, at Pages 71 through 77 of the Official Records of Palm Beach County, Florida

RivrtmillMstr

This is not a certified copy

EXHIBIT "D"

COUNTRY GLEN AT RIVERMILL RESIDENTIAL AREA

Lot 258 through Lot 377, inclusive, Tracts "OS2", "P1", "P2", "P3", of the Plat of Rivermill, a subdivision in Palm Beach County, Florida, according to the Plat thereof recorded in Plat Book 88, at Pages 71 through 77 of the Official Records of Palm Beach County, Florida.

This is not a certified copy

EXHIBIT "E"

ARTICLES OF INCORPORATION
OF
RIVERMILL HOMEOWNERS ASSOCIATION, INC.

(Attached)

This is not a certified copy

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 14, 1999, as shown by the records of this office.

The document number of this corporation is N99000002374.



CR2EO22 (1 99)

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of June, 1999

Katherine Harris

Katherine Harris
Secretary of State

This is not a certified copy

FILED STATE
SECRETARY OF CORPORATIONS
99 APR 14 PM 4:50

This

ARTICLES OF INCORPORATION

OF
RIVERMILL HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation, Not-for-Profit

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not-for-profit, the articles of incorporation of which read as follows. All capitalized words or phrases used herein shall have the meanings herein ascribed, and if not defined in this instrument, such capitalized words or phrases shall have the meanings given in the Declaration of Covenants, Conditions and Restrictions for Rivermill, and Rivermill Homeowners' Association, Inc. hereinafter identified.

ARTICLE I

NAME

The name of the corporation is Rivermill Homeowners' Association, Inc., hereinafter referred to as the "Association" or the "Homeowners' Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2541 Metrocentre, Suite 1, West Palm Beach, Florida, Florida 33407.

Original Copy

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be at 2541 Metrocentre, Suite 1, West Palm Beach, Florida, 33407 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be CENTEX REAL ESTATE CORPORATION (herein referred to as "Centex").

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Homeowners' Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors or officers and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance and preservation of the Common Area, Area of Common Responsibility, and for the maintenance and improvement of any easements granted to the Homeowners' Association within the lands identified as Rivemill Homeowners' Association (the "Association Properties") pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Rivemill and the Rivemill Homeowners' Association, Inc., recorded in the Public Records of Palm Beach County, Florida, (hereinafter called the "Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles. The Association is formed to promote the health, safety and welfare of its members and the residents within the Association Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration which is hereby incorporated into this instrument as is fully reproduced herein;

(b) Fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of the votes of each class of Members, mortgage, pledge, deed in trust, or hypothecate 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 Area to any Public Agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication or transfer shall only be effective with the assent of two-thirds (2/3) of the votes of each class of Members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of Members; and

(g) Purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Common Area and Area of Common Responsibility and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and Homeowners, repair and replacement of the Common Area and Area of Common Responsibility with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(h) Have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not for profit law of the State of Florida, by law may now or hereafter have to exercise.

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ARTICLE V

MEMBERSHIP

Section 5.1 Every Owner of a Lot or Unit within the lands subjected to the Declaration (as defined in the Declaration), including Declarant and any Builders, shall be a Member of the Association. Memberships in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

Section 5.2 There shall be three (3) classes of Members as follows:

- (a) *Class A Members.* Class A Members shall be all Homeowners with the exception of Declarant and any Builders.
- (b) *Class B Members.* The Class B Member shall be Declarant or its specifically designated (in writing) successor who shall remain a member so long as it owns a Lot or Unit subject to the Declaration; provided that the Class B membership shall cease and be converted to Class A membership as set forth in Section 6.3 hereof.
- (c) *Class C Members.* The Class C Members shall be all Builders, except the Declarant, owning Units or Lots subject to the Declaration; provided that the Class C membership shall cease and be converted to Class A membership as set forth in Section 6.3 hereof.

ARTICLE VI

VOTING RIGHTS

Section 6.1. Members of the Association shall be allocated votes as follows:

Class A. Each Class A Member shall be entitled to one vote for each Lot or Unit owned. For the purposes of determining voting rights, each Lot or Unit owned by a Class A Member shall be deemed entitled to one (1) vote regardless of the number of persons sharing common ownership interests.

Class B. The Class B Member shall be allocated three (3) votes for each Lot or Unit owned by it within the Association Property; provided, that at such time as the Class B membership shall cease and become converted to Class A membership as set forth in Section 6.3, the Declarant shall have one vote for each Unit or Lot owned by it within the Association Property.

Class C. Class C Members shall have one (1) vote for each Lot or Unit they own in the Association Property; provided, that at such time as the Class C membership shall cease and become converted to Class A membership as set forth in Section 6.3, the Builders shall have one vote for each Unit or Lot owned by it within the Association Property.

Section 6.2. When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it, or a copy thereof, is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote allocated to any Unit or Lot (including Units or Lots owned by the Declarant or a Builder) may not be divided or cast in any fraction, and the vote of each official representative shall be considered to represent the will of all the Homeowners of that Lot or Unit. If the Homeowners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification no affected Owner may vote until the Owner(s) appoint their official representative pursuant to this paragraph.

Section 6.3. The Declarant's Class B membership status shall continue, and shall be in effect, during the period from the inception of the Declaration until either (1) seven (7) years from the date the Declaration is recorded, or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into this Association, whichever event, (1) or (2) occurs later, or (3) upon recording of a voluntary

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written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class B status to Class A; or (4) if the Declarant's Class B membership status in the Association as described in the Declaration has been converted to Class A, then, one hundred twenty (120) days after the conveyance of the Unit within this Association to a Class A Member that causes the total number of votes held by all Class A Members of this Association to equal the number of votes in this Association held by the Class B Member, whichever event, (1), (2), (3) or (4), occurs first; provided however, that if Class B status is converted to Class A pursuant to clause (4) and, subsequent to such event, the Declarant annexes additional Lots to this Homeowners' Association which annexation causes the number of Lots or Units owned by the Declarant to exceed twenty-five percent (25%) of the total number of Lots and Units within all Association Property, Declarant's Class B status shall be restored as to all Lots and Units then owned by Declarant, and shall continue until the next occurrence of an event of conversion described above.

Section 6.4. The Declarant shall have the right to partially assign its status as Declarant and Class B Member by recorded instrument executed by the original Declarant and acknowledged and accepted by the assignee Declarant to any person or entity acquiring any portion of the Property, or adjacent lands eligible for annexation into the Property, for the purpose of development of a residential subdivision consistent with the Master Plan, and any such assignee shall thereafter be deemed to be the Declarant as to the Lots or Units owned by such person or entity, and shall have the right to exercise all of the rights and powers of the Declarant as to such Lots and Units, while, at the same time, the original Declarant shall continue to exercise the rights and powers of the Declarant as to all Lots and Units owned by such original Declarant. If any action of the Association, requires the approval, consent or vote of the Declarant, and the original Declarant has partially assigned its rights as Declarant to others pursuant to this paragraph, the consent or vote of all such Declarants shall be required to satisfy the requirement of consent by the Declarant.

ARTICLE VII

BOARD OF DIRECTORS

Section 7.1 The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

NAME	ADDRESS
Dave Abrams	2541 Metrocentre, Suite 1 West Palm Beach, Florida 33407
Scott Meyers	2541 Metrocentre, Suite 1 West Palm Beach, Florida 33407
Leona Hammond	2541 Metrocentre, Suite 1 West Palm Beach, Florida 33407

Section 7.2 The affairs of the Association shall be managed by a Board of Directors as provided in and subject to the requirements of Article IV the Bylaws. Such Board of Directors shall consist of an odd number of directors with a minimum of at least three (3) directors and a maximum of no more than seven (7) directors. Directors need not be Members of the Association and need not be residents of the Association Property. Each Director shall serve for a term from the date of the meeting at which he is elected until the next annual meeting subject to the provisions governing resignation, death, disability, removal and replacement set forth in the Declaration, Bylaws and this instrument.

ARTICLE VIII

AMENDMENTS

Section 8.1 Proposal. An amendment or amendments to these Articles of

Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

Section 8.2 Notice. It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonably detailed form, which notice shall be prepared by and at the expense of the Homeowners' Association and mailed by the Homeowners' Association or presented personally to each Member not less than thirty (30) days nor more than sixty (60) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association, with postage thereupon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Homeowners' Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting. If the Homeowners' Association has, or is planned to have, 250 Members or less - the quorum for any such meeting shall be no less than 20% of the total number of votes. If the Homeowners' Association has, or is planned to have, more than 250 Members but less than 1000 Members - the quorum for any such meeting shall be no less than 10% of the total number of votes. If the Homeowners' Association has, or is planned to have, more than 1000 Members - the quorum for any such meeting shall be no less than 5% of the total number of votes. The foregoing requirements are minimum requirements, however, more stringent requirements imposed elsewhere in these Articles of Incorporation or in the Declaration, or pursuant to applicable laws or regulations shall supersede the requirements contained in this Section and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

Section 8.3 Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made

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by any member of the Board of Directors of the Association, or by any Member of the Association, present in person or by proxy. The approval of a resolution for the adoption of a proposed amendment to these Articles of Incorporation shall require the affirmative vote of a majority of the members of the Board of Directors of the Association.

Section 8.4 Approval. Amendments may be approved by the Members, after receipt of notice as set forth above, either (1) by the affirmative vote of at least 67% of the Class A Members (i.e. all Members except the Declarant and any Builder who retain Class B or Class C status) who are present, in person or by proxy, and voting at a meeting called as described in the notice and conducted by the Homeowners' Association at which a quorum is present, and the vote of the Declarant, or (2) by the written consent of at least 67% of all Class A Members and the Declarant (if the Declarant then retains Class B status) to any action taken in lieu of a meeting. In addition to the approval of the Members and the Declarant set forth above, the following conditions shall apply:

a. Any Material Amendment or Extraordinary Action (as defined in the Declaration) that changes the rights of any specific class of Members (i.e. Class A; Class B; or Class C) must also be approved either (1) by the affirmative vote of at least 51% of the Members of such Class who are present, in person or by proxy, and voting at meetings called as described in the required notice at which a quorum of such Class of Members is present, or (2) by the written consent of at least 51% of all Members of such Class to any action taken in lieu of a meeting.

b. Any Material Amendment or Extraordinary Action proposed during the period in which the Declarant retains its Class B status must also be approved by the Federal Housing Administration ("FHA"), and the Department of Veterans Affairs ("VA") if any Unit within the Property has been financed by a mortgage insured by FHA or guaranteed by VA. The Association shall deliver written notice of the proposed Material Amendment or Extraordinary Action to the FHA and VA simultaneously with its notice to the Members. If the FHA or VA fails to deliver written notice to the Association of its objection to the proposed Material Amendment or Extraordinary Action within 30 days after receipt of the notice, FHA and VA will be deemed to have approved the matters contained in the notice, and the Association shall be entitled to record an affidavit signed by an authorized officer averring that written notice was delivered to the FHA and VA and no objection was timely received from such agencies.

Notwithstanding the foregoing, during the period in which the Declarant retains the status of the Class "B" Member, the Declarant shall have the right to amend these Articles of Incorporation, without the necessity of joinder by the Members or any other persons or entities, to make non-substantial changes that do not materially or adversely affect the interests of other Members or other affected parties, and to clarify any ambiguities or conflicts, or correct any scriveners' errors in these Articles of Incorporation.

Section 8.5 Limitation. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members, nor any changes in the provisions of Article IV hereof, without approval of sixty-seven percent (67%) of the votes of each class of Members and the joinder of all Eligible Holders (as defined in the Declaration) of mortgages upon Units. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or the designated successor of the Declarant, unless the Declarant or such successor shall join in the execution of the amendment.

Section 8.6 Recording. Any amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles of Incorporation shall be recorded in the Public Records of Palm Beach County, Florida, within thirty (30) days from the date on which the same is filed and returned from the office of the Secretary of State.

ARTICLE IX OFFICERS

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of Members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who are to

manage the affairs of the Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

PRESIDENT - Dave Abrams
 VICE PRESIDENT - Scott Meyers
 SECRETARY/TREASURER - Leona Hammond

ARTICLE X INDEMNIFICATION

Section 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or

proceeding referred to in Section 10.1 above, or in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Directors, officers, employees or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Members.

Section 10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition or such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article X.

Section 10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

Section 10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

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ARTICLE XI

BYLAWS

The first Bylaws of the Association will be adopted by the Directors named herein, and may be altered, amended, or rescinded in the manner provided by said Bylaws. Any Bylaws adopted by the Board of Directors shall be consistent with these Articles.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS
ARE INTERESTED

Section 12.1 No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its Directors or officers are Directors or officers have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 12.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is:

Centex Homes
2541 Metrocentre, Suite 1
West Palm Beach, Florida 33407

ARTICLE XIV
DISSOLUTION

The Association may be dissolved with the assent given by not less than two-thirds (2/3) of the votes of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of or transferred to another association or appropriate public agency having similar purposes. Dissolution of the Association shall be deemed an Extraordinary Action and shall be subject to the provisions of these Articles of Incorporation and the Declaration governing Extraordinary Actions.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 12th day of April, 1999.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION, a Nevada corporation, managing general partner

By: Trent Bass
Trent Bass
Division President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of April, 1999, by Trent Bass, Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation. Said person did not take an oath and is personally known to me.



Ivy M. Seitman
Print Name: Ivy M. Seitman
Notary Public, State of Florida
Commission No.: 690793
My Commission Expires: 2/19/2002

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

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, Rivermill Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 2541 Metrocentre, Suite 1, West Palm Beach, Florida 33407 has named Centex Real Estate Corporation, whose office is located 2541 Metrocentre, Suite 1, West Palm Beach, Florida 33407 at as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, Centex Real Estate Corporation hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act relative to keeping open said office.

CENTEX REAL ESTATE CORPORATION, a
Nevada corporation

By: Trent Bass
Trent Bass
Division President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 APR 14 PM 4:50

EXHIBIT "F"

BYLAWS OF

RIVERMILL HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation, Not-for-Profit

ARTICLE IGENERAL PLAN OF OWNERSHIP

Section 1. Name. The name of the corporation is RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and is hereafter referred to as the "Association" or "Homeowners Association." The principal office of the corporation shall be located in the State of Florida.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Association created pursuant to the Declaration of Covenants, Conditions and Restrictions for Rivermill and the Rivermill Homeowners Association, Inc. recorded in the Public Records of Palm Beach County, Florida (herein referred to as the "Declaration"). All capitalized words or phrases used herein shall have the meanings herein ascribed, and if not defined in this instrument, such capitalized words or phrases shall have the meanings given in the Declaration or Articles of Incorporation of the Association.

Section 3. Personal Application. All present and future Owners of Lots or Units within the Association Property (as defined in the Articles of Incorporation and Declaration of the Association) and their tenants, guests and invitees are subject to the regulations set forth in these Bylaws.

The recording of a declaration authorizing the creation of a homeowners association and the mere acquisition of a Lot or acquisition or rental of any Unit or the mere act of occupancy of any Unit signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE IIMEMBERSHIP, VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES

Section 1. Membership. Every Owner of a Unit or Lot, and every Builder owning any Unit or Lot, by virtue of the ownership of such Unit or Lot, and the Declarant and its successors and assigns, shall be Members of the Association, and by acceptance of a deed or other instrument evidencing an ownership interest, each Owner, Builder and Declarant accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, the Articles of Incorporation, these Bylaws and other rules and regulations of the Association. The term "Member" shall include each person or entity owning any right, title or interest in any Unit or Lot, except persons or entities holding mortgages or other security or trust interests unless such persons or entities also have the right of possession. Tenants or others occupying any Unit who do not have an ownership interest therein shall not be Members for the purposes of these Bylaws. Membership in the Association is appurtenant to, and may not be severed from, the Unit or Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, the Articles of Incorporation or these Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot or Unit. Members shall be responsible for compliance with the terms and conditions of the Declaration, the Articles of Incorporation and these Bylaws, and rules and regulations of the Association by all occupants, tenants, guests, invitees and family members while residing in or visiting any Unit, Common Area or other portion of the Property.

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Section 2. Voting Rights. Members of the Association shall be allocated votes as follows:

Class A. Class A Members shall be all Owners with the exception of the Declarant and any Builders. Each Class "A" Member shall be entitled to one vote for each Lot or Unit owned.

Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated three (3) votes for each Lot or Unit owned by it within the Property which is subject to assessment by this Association; provided, that the Class B membership shall cease and become converted to Class A membership as set forth in Section 4. Upon conversion to Class A membership, the Declarant shall have one vote for each Unit or Lot owned by it within the Property so long as said Unit or Lot is subject to assessment by the Association.

Class C. All Builders, as defined herein, shall be Class C Members. Class C Members shall have one (1) vote for each Lot or Unit they own in the Property.

When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Homeowners Association, such Owner shall select one official representative to qualify for voting in the Homeowners Association and shall notify in writing the Secretary of the Homeowners Association of the name of such individual. The vote allocated to any Unit or Lot (including Units or Lots owned by the Declarant or a Builder) may not be divided or cast in any fraction, and the vote of each official representative shall be considered to represent the will of all the Owners of that Lot or Unit. If the Owners fail to designate their official representative, then the Homeowners Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification no affected Owner may vote until the Owner(s) appoint their official representative pursuant to this paragraph.

Section 3. Change of Membership.

3.1. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Lot or Unit, and by the delivery to the Homeowners Association, of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Homeowners Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Homeowners Association, said Owner shall become a Member, but shall not be entitled to voting privileges until delivery of a copy of the conveyance instrument to the Homeowners Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot or Unit acquired.

3.2. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Class B Membership Status.

4.1. The Declarant's Class B membership status shall continue, and shall be in effect, during the period from the inception of the Declaration until either (1) seven (7) years from the date the Declaration is

recorded; or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into the Homeowners Association, whichever event, (1) or (2) occurs later; or (3) upon recording of a voluntary written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class B status to Class A; or (4) in any event, ninety (90) days after the conveyance of the Unit to a Class A Member that causes the total number of votes held by all Class A Members of this Homeowners Association to equal the number of votes in the Homeowners Association held by the Class B Member, whichever event, (1), (2), (3) or (4), occurs first; provided however, that if Class B status is converted to Class A pursuant to clause (4) and, subsequent to such event, the Declarant annexes additional Lots to the Property which annexation causes the number of Lots or Units owned by the Declarant in the Property to exceed twenty-five percent (25%) of the total number of Lots and Units within the Property, Declarant's Class B status shall be restored as to all Lots and Units within the Property then owned by Declarant, and shall continue until the next occurrence of an event of conversion described above.

4.2. The Declarant shall have the right to partially assign its status as Declarant and Class B Member by recorded instrument executed by the original Declarant and acknowledged and accepted by the assignee Declarant to any person or entity acquiring any portion of the Property, or the adjacent land eligible for annexation into the Property, for the purpose of development of a residential subdivision, and any such assignee shall thereafter be deemed to be the Declarant as to the Lots or Units owned by such person or entity, and shall have the right to exercise all of the rights and powers of the Declarant as to such Lots and Units, while, at the same time, the original Declarant shall continue to exercise the rights and powers of the Declarant as to all Lots and Units owned by such original Declarant. If any action of the Homeowners Association requires the approval, consent or vote of the Declarant, and the original Declarant has partially assigned its rights as Declarant to others pursuant to this paragraph, the consent or vote of all such Declarants shall be required to satisfy the requirement of consent by the Declarant.

Section 5. Majority of Quorum. Unless otherwise expressly provided in these Bylaws or the Declaration any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

Section 6. Quorum. Each Homeowners Association meeting required by the Association pursuant to the Declaration shall require the presence, either in person or by proxy, of a quorum of the members of the Homeowners Association. If the Homeowners Association has, or is planned to have, 250 Members or less - the quorum for any such meeting shall be no less than 20% of the total number of votes. If the Homeowners Association has, or is planned to have, more than 250 Members but less than 1000 Members the quorum for any such meeting shall be no less than 10% of the total number of votes. If the Homeowners Association has, or is planned to have, more than 1000 Members - the quorum for any such meeting shall be no less than 5% of the total number of votes. The foregoing requirements are minimum requirements, however, more stringent requirements imposed elsewhere in these Bylaws or in the Articles of Incorporation or in the Declaration, or pursuant to applicable laws or regulations shall supersede the requirements contained in this Section, and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed, and upon conveyance by the Member of his Unit.

ARTICLE III

ADMINISTRATION

Section 1. Place of Meetings of Members. Meetings of the Members shall be held within the Association Property or such other suitable place as close thereto as practicable in Palm Beach County, convenient to the Owners as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held on the date at the place and at that the time, as determined by the Board of Directors, provided, however, that said meeting shall be held, to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. Subject to the provisions of Article IV, Section 1 herein, at each annual meeting there shall be elected by ballot of the Members a Board of Directors, in accordance with the requirements of Section 5 of Article IV of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting, and at the second annual meeting, Directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a Director resigns before the expiration of his term of office, each Director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any Director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them. Each First Mortgagee of a Unit may designate a representative to attend all annual meetings of the Members.

Section 3. Special Meetings of Members. Special meetings of the Members may be called at any time by the President or by a majority of a quorum of the Board of Directors, or upon a petition signed by Class A Members holding at least ten percent (10%) of the voting power of the Class A Members having been presented to the Secretary. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Members holding at least four-fifths (4/5) of the voting power of the Association, either in person or by proxy. Each First Mortgagee of a Unit may designate a representative to attend all special meetings of the Members.

Section 4. Notice of Meetings of Members. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Members stating the purpose thereof as well as the day, hour, and place where it is to be held, to each Member of record and to each First Mortgagee of a Unit which has filed a written request for notice with the Secretary, at least fourteen (14) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Common Property.

Section 5. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 6. Order of Business. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election; (g) election of Directors; (h) unfinished business; and (i) new business. Meetings of Members shall be conducted by the officers of the Association in order of their priority.

Section 7. Action Without Meeting. Any action, which under the provisions of Florida law may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing signed by the required number of Members who would be entitled to vote at a meeting for such purpose, and such writing is filed with the Secretary.

Section 8. Consent of Absentees. The transaction of any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes, Presumption of Notice. Minutes or similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of this Association shall be governed by a Board of Directors composed of no fewer than three (3) nor more than seven (7) persons as is determined from time to time by the Members. The term of each Director's service shall extend until the next annual meeting of the Members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Members.

Section 3. Special Powers and Duties. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration and Articles of Incorporation, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws, as the Board may deem necessary or advisable.

(c) To change the principal office for the transaction of the business of the Association from one location to another with the State of Florida as provided in Article I hereof; to designate any place within said State for the holding of any annual or special meeting or meetings of Members consistent with the provisions of Article III, Section 2 hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes set forth in the Declaration, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges hypothecations or other evidences of debt and securities therefor.

(e) To fix and levy from time to time, Assessments upon the Owners, as provided in the Declaration; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for

the general benefit and welfare of the Association and its Members in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

(f) To enforce the provisions of the Declaration covering the Common Area, and areas on which the Association has an easement (the "Easement Areas"), these Bylaws or other agreements of the Association.

(g) To contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Owners, the Association, the Declarant, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area and Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area, public areas, and Easement Areas and to employ personnel necessary for the operation of the Common Area, public areas and Easement Areas, including legal and accounting services, and to contract for and pay for improvements to the Common Area, public areas and Easement Areas.

(i) To delegate its powers according to law, and subject to the approval of the Members, to adopt these Bylaws.

(j) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Association.

(k) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(l) To adopt such uniform and reasonable rules and regulations as the Board may deem necessary for the management of the Common Area and Easement Areas which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of Directors attached to a copy of the rules and regulations of the Association, and (2) they are posted in a conspicuous place in or near the Common Area. For so long as the Declarant enjoys Class B Membership status, such rules and regulations shall not materially adversely affect the rights, privileges or preferences of any Member or owner as established by the Association, the Articles of Incorporation of the Association and these Bylaws and such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws.

Section 4. Management Agent. The Board shall have the option to employ a managing agent to manage the Common Area and Easement Areas and the affairs of the Association. The managing agent shall perform such duties and services as the Board shall authorize.

Section 5. Election and Term of Office. Subject to the provisions of Article IV, Section 1 herein, at the first annual meeting of the Association, and thereafter at each annual meeting of the Members, Directors shall be elected by secret written ballot by a plurality of Members as provided in these Bylaws, each Member voting being entitled to cast its votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at a special meeting of the Members held for that purpose. Each Director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be reelected, and there shall be no limitation on the number of terms during which he may serve.

Section 6. Books. The Board of Directors shall prepare all financial reports required by the Florida Statutes

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and such person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Association, or a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

Section 8. Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meetings.

Section 9. Organization Meeting. The first regular ("organization") meeting of a newly elected Board of Directors shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Other Regular Meetings. Other regular meetings of the Board of Directors may be held at such time and place in or near the Association Property as shall be determined, from time to time by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meeting shall be held no less frequently than annually. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, e-mail, telephonic facsimile, telephone or telegraph, at least seventy-two (72) hours prior to the date named for such meeting, and shall be posted at a prominent place or places within the Common Area.

Section 11. Special Meeting. Special meetings of the Board of Directors may be called by the President (or, if he is absent or refused to act, by the Vice President) or by any two (2) Directors. At least seventy-two (72) hours notice shall be given to each Director personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting, and shall be posted at a prominent place or places in or near the Association Property. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 P.M. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

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Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however, called and notice or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 13. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Directors by resolution may from time to time designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its Members, as well as a chairman, shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers other than the President and Vice President need not be Directors. The office of Secretary and Treasurer may be held by the same person, but the office of President and Secretary may not be held by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board of Directors, and each officer shall hold his office until he shall resign or be removed or otherwise disqualified to serve, or his successor shall be elected and qualified to serve.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 4. Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent or employee shall

not of itself create contractual rights of compensation for services performed by such officer, agent, or employee, provided that no officer, employee or Director of Declarant or any affiliate of Declarant may receive any compensation.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Article IV, Section 16, to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The President shall be ex-officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws of the Association.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these Bylaws of the Association.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association at the principal office of the Association or at such other places as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notice of meetings of the Members of the Association and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners, listing the names and addresses of the Owners as furnished by the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall co-sign all promissory notes on behalf of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, in accordance with the Declaration, shall render to the President and Directors, upon request, an account of all of his transactions as Treasurer and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE VI

OBLIGATIONS OF OWNERS FOR ASSESSMENTS

Section 1. Payment. The Association shall obtain funds with which to operate by assessment of the members of each Member in accordance with the provisions of the Declaration as supplemented by the provisions of the Articles of the Association relating thereto. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Unless otherwise required by the Board, assessments may not be made payable less frequently than monthly.

Section 2. Special Assessments. Special Assessments for charges by the Association against Members for other than Common Expenses or for Common Expenses for emergencies that cannot be paid from the annual

Assessments for Common Expenses shall be levied in the same manner as herein provided for regular Assessments, except that notice thereof shall be given and they shall be payable in the manner determined by the Board.

Section 3. Past Due Assessments. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the filing of a claim of lien as set forth in the Declaration.

Section 4. Default. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment, if not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE VII

AMENDMENTS TO BYLAWS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors (the "Board") of the Association by resolutions adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the vote of a majority of a quorum of Members present in person or by proxy at a special or regular meeting of the Members or by written instrument signed by them. Such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

Section 2. Notice. It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonably detailed form, which notice shall be prepared by and at the expense of the Homeowners Association and mailed by the Homeowners Association or presented personally to each Member not less than thirty (30) days nor more than sixty (60) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association, with postage thereupon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Homeowners Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting.

Section 3. Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any member of the Board of Directors of the Association, or by any Member of the Association, present in person or by proxy. The approval of a resolution for the adoption of a proposed amendment to these Bylaws shall require the affirmative vote of a majority of the members of the Board of Directors of the Association.

Section 4. Approval. Amendments may be approved by the Members, after receipt of notice as set forth above, either (1) by the affirmative vote of at least 67% of the Class A Members (i.e. all Members except the Declarant and any Builder who retain Class B or Class C status) who are present, in person or by proxy, and voting at a meeting called as described in the notice and conducted by the Homeowners Association at which a quorum is present, and the vote of the Declarant, or (2) by the written consent of at least 67% of all Class A Members and the Declarant (if the

Declarant then retains Class B status) to any action taken in lieu of a meeting. In addition to the approval of the Members and the Declarant set forth above, the following conditions shall apply:

(a) Any Material Amendment or Extraordinary Action (as defined in the Declaration) that changes the rights of any specific class of Members (i.e. Class A; Class B; or Class C) must also be approved either (1) by the affirmative vote of at least 51% of the Members of such Class who are present, in person or by proxy, and voting at meetings called as described in the required notice at which a quorum of such Class of Members is present, or (2) by the written consent of at least 51% of all Members of such Class to any action taken in lieu of a meeting.

(b) Any Material Amendment or Extraordinary Action proposed during the period in which the Declarant retains its Class B status must also be approved by the Federal Housing Administration ("FHA"), and the Department of Veterans Affairs ("VA") if any Unit within the Property has been financed by a mortgage insured by FHA or guaranteed by VA. The Association shall deliver written notice of the proposed Material Amendment or Extraordinary Action to the FHA and VA simultaneously with its notice to the Members. If the FHA or VA fails to deliver written notice to the Association of its objection to the proposed Material Amendment or Extraordinary Action within 30 days after receipt of the notice, FHA and VA will be deemed to have approved the matters contained in the notice, and the Association shall be entitled to record an affidavit signed by an authorized officer averring that written notice was delivered to the FHA and VA and no objection was timely received from such agencies.

Notwithstanding the foregoing, during the period in which the Declarant retains the status of the Class "B" Member, the Declarant shall have the right to amend these Bylaws, without the necessity of joinder by the Members or any other persons or entities, to make nonsubstantial changes that do not materially or adversely affect the interests of other Members or other affected parties, and to clarify any ambiguities or conflicts, or correct any scrivener's errors in these Bylaws.

Section 5. Limitation. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without approval of sixty-seven percent (67%) of the votes of each class of Members and the joinder of all Eligible Holders (as defined in the Declaration) of mortgages upon Units. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or the designated successor of the Declarant, unless the Declarant or such successor shall join in the execution of the amendment.

Section 6. Recording. Such amendment or amendments of these Bylaws shall be transcribed and certified in such form as may be necessary to file the same in the office of the Association and shall be recorded in the Public Records of Palm Beach County, Florida within thirty (30) days from the date on which the same is approved.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. An Owner who mortgages his Unit shall notify the Association through the managing agent or the Secretary of the Board of Directors in the event there is no managing agent, of the name and address of his Mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units." Any such Owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. Notice of Unpaid Assessments. The Board of Directors of the Association shall at the request of a Mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit, in accordance with the provisions of the Declaration.

ARTICLE IX

MEANING OF TERMS

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration, which terms include without limitation: "Owner," "Board," "Unit," "Articles," "Member," "Mortgagee," "Mortgagee," and "Common Assessments."

ARTICLE X

CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Florida, such conflicting Bylaws shall be null and void upon final Court determination to such effect, but all other Bylaws shall remain in full force and effect. In a case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI

MISCELLANEOUS

Section 1. Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Association by any contract or engagement or to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 2. Inspection of Bylaws. The Association shall keep in its office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members and all First Mortgagees at all reasonable times during office hours.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined is subject to change from time to time as the Board of Directors shall determine.

Section 4. Membership Book. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Unit by an Owner shall be recorded in the book together with the date on which such ownership was transferred, in accordance with the provisions of the Declaration.

WE HEREBY CERTIFY that the foregoing Bylaws of the Association were duly adopted by the Board of Directors of the Association in a meeting held for such purpose on the _____ day of _____, 2000.

Dave Abrams, President

Kevin Borkenhagen, Secretary



FILE NUM: 20030081130 OR BOOK/PAGE 14789/1620 DATE: 02/12/2003 11:21:27

PREPARED BY & RETURN TO:

Centex Homes
Legal Department
Attn: Denise M. Scherer-Wagner, CLAS
8198 Jog Road, Suite 200
Boynton Beach, Florida 33437

THIS IS A COPY

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RIVERMILL**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Rivermill is made as of this 21st day of January 2003, by Centex Homes, a Nevada general partnership (“**Declarant**”).

WHEREAS, Declarant has previously executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Rivermill, recorded in Official Records Book 11966, Page 1620; of the Official Records of Palm Beach County, Florida (“**Declaration**”); and

WHEREAS, the Declaration designates in Section 14.3.1 that during the period in which the Declarant retains the status of the Class “B” Member, Declarant shall have the right to amend this Declaration, without the necessity of joinder by Owners or any other persons or entities, to make non substantial changes that do not materially or adversely affect the interests of other Owners or other affected parties, and to clarify any ambiguities or conflicts, or correct any scrivener’s errors in this Declaration.

WHEREAS, the Declaration was initially recorded without inclusion of “Exhibit “G” South Florida Water Management District Permit No.: 50-044335-P; and

WHEREAS, the Declaration was initially recorded without reference to Exhibit “G” in Section 11.7; and

WHEREAS, Declarant still retains the status of the Class “B” Member; and

WHEREAS, Declarant desires to amend the Declaration to incorporate Exhibit “G” South Florida Water Management District Permit No.: 50-044335-P, as initially intended; and

WHEREAS, Declarant desires to correct the reference to the South Florida Water Management District Permit No.: 50-044335-P in Section 11.7, as initially intended.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

Declarant hereby amends the Declaration to amend Section 11.7, by making reference to Exhibit “G” therein, reading in its entirety as follows:

THIS IS A COPY

"Section 11.7. Environmental and Drainage Permits. The Association shall maintain, as part of the common elements, the Surface Water and Storm Water Management System drainage structures for the Property, and comply with conditions of the permits from the South Florida Water Management District ("SFWMD") Permit No. 50-04435-P (attached hereto as Exhibit "G"), the Lake Worth Water Management District, Palm Beach County, the City of West Palm Beach, the State of Florida, the United States government and their agencies, bureaus and instrumentalities for the drainage system, including, without limitation, perpetual maintenance of all signage and notices required by such permits (herein referred to as the "Environmental and Drainage Permits"). The Association, shall, when requested by Declarant, accept transfer of the Environmental and Drainage Permits applicable to the Property. The conditions of the Environmental and Drainage Permits include monitoring and record keeping schedules, and maintenance."

Declarant hereby amends the Declaration to incorporate Exhibit "G" South Florida Water Management District Permit No.: 50-04435-P, into the Declaration as initially intended;

IN WITNESS WHEREOF, the Declarant, has executed this First Amendment as of the day and year first above written.

WITNESSES

DECLARANT

CENTEX HOMES, a Nevada general Partnership

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

Erika Etchison
Print Name: Erika Etchison

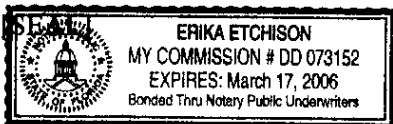
By: [Signature]
David E. Abrams
Division President

[Signature]
Print Name: LESLIE NAISTEN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 21st day of January 2002 by David E. Abrams, as Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation. He is personally known to me.



Erika Etchison
Notary Public State of Florida
Print Name: Erika Etchison
Commission No. March 17, 2006
My Commission Expires: DD 073152

EXHIBIT "G"

**SOUTH FLORIDA WATER MANAGEMETN DISTRICT
PERMIT NO.: 50-04435-P**

(Attached)

This is not a certified copy



South Florida Water Management District

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
TDD (561) 697-2574 • www.sfwmd.gov

October 28, 1999

Centex Homes
8198 Jog Road, Suite #200
Boynton Beach, FL 33437

Subject: Application No. 990812-13, NYE PUD,
Palm Beach County, S2/T45S/R42E

Enclosed is a copy of this District's staff report covering the permit application referenced therein. It is requested that you read this staff report thoroughly and understand its contents. The recommendations as stated in the staff report will be presented to our Governing Board for consideration on **November 10, 1999**.

Should you wish to object to the staff recommendations or file a petition, please provide written objections, petitions and/or waivers (refer to the attached "Notice of Right") to:

Vern Kaiser, Deputy Clerk
South Florida Water Management District
Post Office Box 24680
West Palm Beach, Florida 33416-4680

The "Notice of Rights" addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. You are advised, however, to be prepared to defend your position regarding the permit application when it is considered by the Governing Board for final agency action, even if you agree with the staff recommendations, as the Governing Board may take final agency action which differs materially from the proposed agency action.

Please contact the District if you have any questions concerning this matter. If we do not hear from you prior to the date on the "Notice of Rights", we will assume you concur with our recommendations.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the addressee this 28th day of October 1999, in accordance with Section 120.60 (3), Florida Statutes.

Sincerely,

Terrie Bates, Director
Environmental Resource Regulation Department

TB/jb

CERTIFIED Z 196 413 515
RETURN RECEIPT REQUESTED

Governing Board:

Michael Collins, Chairman
Michael D. Minton, Vice Chairman
Mitchell W. Berger

Vera M. Carter
Gerardo B. Fernandez
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.
Harkley R. Thornton
Trudi K. Williams

James Harvey, Interim Executive Director
Michael Slayton, Deputy Executive Director
Trevor Campbell, Deputy Executive Director

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (LAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with LAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with LAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a) Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner,

- (c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- a) the specific facts that make the situation an emergency; and
- b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

DRAFT
Subject to Governing
Board Approval

LAST DATE FOR GOVERNING BOARD ACTION:
DECEMBER 9, 1999

ENVIRONMENTAL RESOURCE PERMIT STAFF REVIEW SUMMARY

I. ADMINISTRATIVE

APPLICATION NUMBER: 990812-13

PROJECT NAME: NYE PUD

LOCATION: PALM BEACH COUNTY, S2/T45S/R42E

APPLICANT'S NAME: CENTEX HOMES

OWNER'S NAME AND ADDRESS: CENTEX HOMES
8198 JOG ROAD
SUITE 200
BOYNTON BEACH, FL 33437

ENGINEER: SCHNARS ENGINEERING CORPORATION

II. PROJECT DESCRIPTION

PROJECT AREA: 72.91 acres DRAINAGE AREA: 77.21 acres

DISTRICT DRAINAGE BASIN: C-16

RECEIVING BODY: LWDD L-17 CANAL

CLASSIFICATION: CLASS III

SPECIAL DRAINAGE DISTRICT: LAKE WORTH DRAINAGE DISTRICT

PURPOSE:

This application is a request for Conceptual Approval of a surface water management system to serve 72.91 acres (plus 4.3 acres of Hypoluxo Road right-of-way) of residential development known as NYE P.U.D. The Applicant is also seeking authorization to construct and operate the interconnected lake system (including discharge structure), and authorization for site clearing, grubbing, filling, and grading.

BACKGROUND:

The proposed project has no prior permitting history with the District.

EXISTING FACILITIES:

The existing site is presently being utilized as a plant nursery. Two (predominately) east west ditches presently serve to convey excess stormwater to the LWDD E-3 Canal. Individual culverted risers presently ensure the site is not overdrained.

The site is bounded to the north by the LWDD L-17 Canal, to the south by Hypoluxo Road, and to the west by the LWDD E-3 Canal.

PROPOSED FACILITIES:

The Applicant is seeking conceptual approval of a surface water management (SWM) system to serve 72.91 acres (plus 4.3 acres of Hypoluxo Road right-of-way) of residential development known as NYE P.U.D. The surface water management system will consist of inlets, culverts and swales which will direct runoff into 10.6 acres of lakes. Discharge from the lake system will be through a proposed control structure to the LWDD L-17 Canal.

As part of this application, the Applicant is also seeking authorization to construct and operate the interconnected lake system (including discharge structure), and authorization for site clearing, grubbing, filling, and grading.

BASIN INFORMATION:

Basin	Area Acres	WSWT Elev (ft, NGVD)	Normal/Dry Ctrl Elev (ft, NGVD)	Method of Determination
SITE	72.91	16.00	16.16	ADJACENT CANAL CONTROL ELEVATION

DISCHARGE STRUCTURE INFORMATION:

Water Quality Structures:

Basin	Str. #	Bleeder Type	Dimensions	Invert Elev. (ft, NGVD)
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DISCHARGE STRUCTURE INFORMATION:

Water Quality Structures:

Basin	Str. #	Bleeder Type	Dimensions	Invert Elev. (ft., NGVD)
SITE	1	TRIANGULAR ORIFICE	3' wide X .58' high	16.00

Major Discharge Structures:

Basin	Str. #	Description	Crest Elev. (ft., NGVD)
SITE	1	4' wide FLAT PLATE RISER weir	19.60

Discharge Culverts:

Basin	Str. #	Description
SITE	1	170' long, 2.5' dia. RCP

Receiving Body:

Basin	Str. #	Receiving Body
SITE	1	LWDD L17 CANAL

III. PROJECT EVALUATION

Discharge Rate:

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Discharge Storm Frequency: 25YR-3DAY Design Rainfall: 13.00

Basin	Allow Disch (cfs)	Method of Determination	Design Disch (cfs)	Design Stage (ft., NGVD)
SITE	7.55	DISCHARGE FORMULA	7.5	19.6

WATER QUALITY:

As described below, water quality treatment for the first inch of runoff will be provided within the 10.6 acre interconnected lake system.

Basin	Treatment Method	Vol Req'd. (ac-ft)	Vol Prov'd (ac-ft)
SITE	10.6 acres WET DETENTION	6.43	6.43

ROAD DESIGN:

As shown in the following table, minimum road center lines have been set at or above the calculated design storm flood elevation.

Design Storm Freq: 5YR-1DAY Design Rainfall: 7.50 inches

Basin	Flood Elevation (ft., NGVD)	Minimum Centerline Elevation (ft., NGVD)
SITE	18.42	18.75

FINISHED FLOORS:

As shown in the following table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Design Storm Frequency: 100YR-3DAY Design Rainfall: 17.00 inches

Basin	Flood Elevation (ft., NGVD)	FEMA Elevation (ft., NGVD)	Minimum Design Elev (ft., NGVD)
SITE	20.47	n/a	20.6

IV. ENVIRONMENTAL ASSESSMENT

PROJECT SITE DESCRIPTION:

The project site is located on the north side of Hypoluxo Road, between Military Trail and Jog Road, Palm Beach County. The site is currently under use as an ornamental plant nursery. There are no wetlands present at the site. However, there is an existing manmade lake in the central portion of the site and several agricultural drainage ditches on the property.

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:

The project site does not contain preferred habitat for wetland-dependent endangered/threatened species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed on site, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements. If in the future, endangered/threatened species or species of special concern are discovered on the site.

WETLAND INVENTORY:

NEW ENTIRE PROJECT PUD		ONSITE				
Pre-Development		Post-Development				
	TOTAL EXISTING	PRESERVED	UNDISTURBED	IMPACTED	ENHANCED	RESTORED/ CREATED
OSW	3.91	0	0	3.91	0	0
TOTALS	3.91	0	0	3.91	0	0

UPLAND COMP: PRESERVED: N/A ENHANCED: N/A

ENVIRONMENTAL SUMMARY:

The initial construction phase will involve site filling and grading, including filling the 1.99 acre lake and 1.92 acres of ditches, which are considered to be other surface waters, as shown on the enclosed exhibits. Turbidity screens shall be utilized as necessary to isolate the fill areas from any adjacent surface waters. There are no wetlands present at the site. Therefore, adverse impacts to wetlands are not anticipated as a result of the proposed project.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

SYSTEM OPERATION:

The Homeowners Association

PROPOSED LAND USE(S):

Residential

WATER USE PERMIT STATUS:

A Water Use permit is not required for this project at this time.

POTABLE WATER SUPPLIER:

Palm Beach County

WASTE WATER SYSTEM/SUPPLIER:

Palm Beach County

DRI STATUS:

This project is not a DRI.

SAVE OUR RIVERS:

The project is not within or adjacent to lands under consideration by the Save Our Rivers program.

SWIM BASIN:

The project is not within nor does it discharge directly to a designated SWIM basin.

RIGHT-OF-WAY PERMIT STATUS:

A Right-of-Way Permit is not required for this project.

ENFORCEMENT ACTIVITY:

There has been no enforcement activity associated with this application.

THIRD PARTY INTEREST:

No third party has contacted the District with concerns about this application.

WELL FIELD ZONE OF INFLUENCE:

The project is not located within the zone of influence of a wellfield.

This is not a certified copy

V. APPLICABLE LAND AREA

PROJECT

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	72.91		72.91	acres
WTRM ACREAGE	10.60		10.60	acres
PAVEMENT	12.50		.00	acres
BUILD COVERAGE	14.40		.00	acres
PERVIOUS	35.41		62.31	acres

This is not a certified copy

DRAFT
Subject to Governing
Board Approval

VI. STAFF RECOMMENDATION

The Staff recommends that the following be issued:

Authorization for Conceptual Approval of a surface water management system to serve 72.91 acres (plus 4.3 acres of Hypoluxo Road right-of-way) of residential development known as NYE P.U.D.
Authorization for construction and operation of 10.6 acres of lakes (including discharge structure), and authorization for site clearing, grubbing, filling, and grading.

Based on the information provided, District rules have been adhered to.

Staff recommendation is for approval subject to the attached General and Special Conditions.

VII. STAFF REVIEW

NATURAL RESOURCE MANAGEMENT DIVISION APPROVAL

ENVIRONMENTAL EVALUATION

SUPERVISOR

Barbara Conmy
Barbara Conmy

Anita R. Bain
Anita R. Bain

DIVISION DIRECTOR:

Robert G. Robbins
Robert G. Robbins

DATE: 10/27/99

SURFACE WATER MANAGEMENT DIVISION APPROVAL

ENGINEERING EVALUATION

SUPERVISOR

John K. Shafter
John K. Shafter

Carlos A. de Rojas, P.E.
Carlos A. de Rojas, P.E.

DIVISION DIRECTOR:

Anthony M. Waterhouse, P.E.
Anthony M. Waterhouse, P.E.

DATE: 12/27/99

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL

RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS, AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE

COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C. ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C.

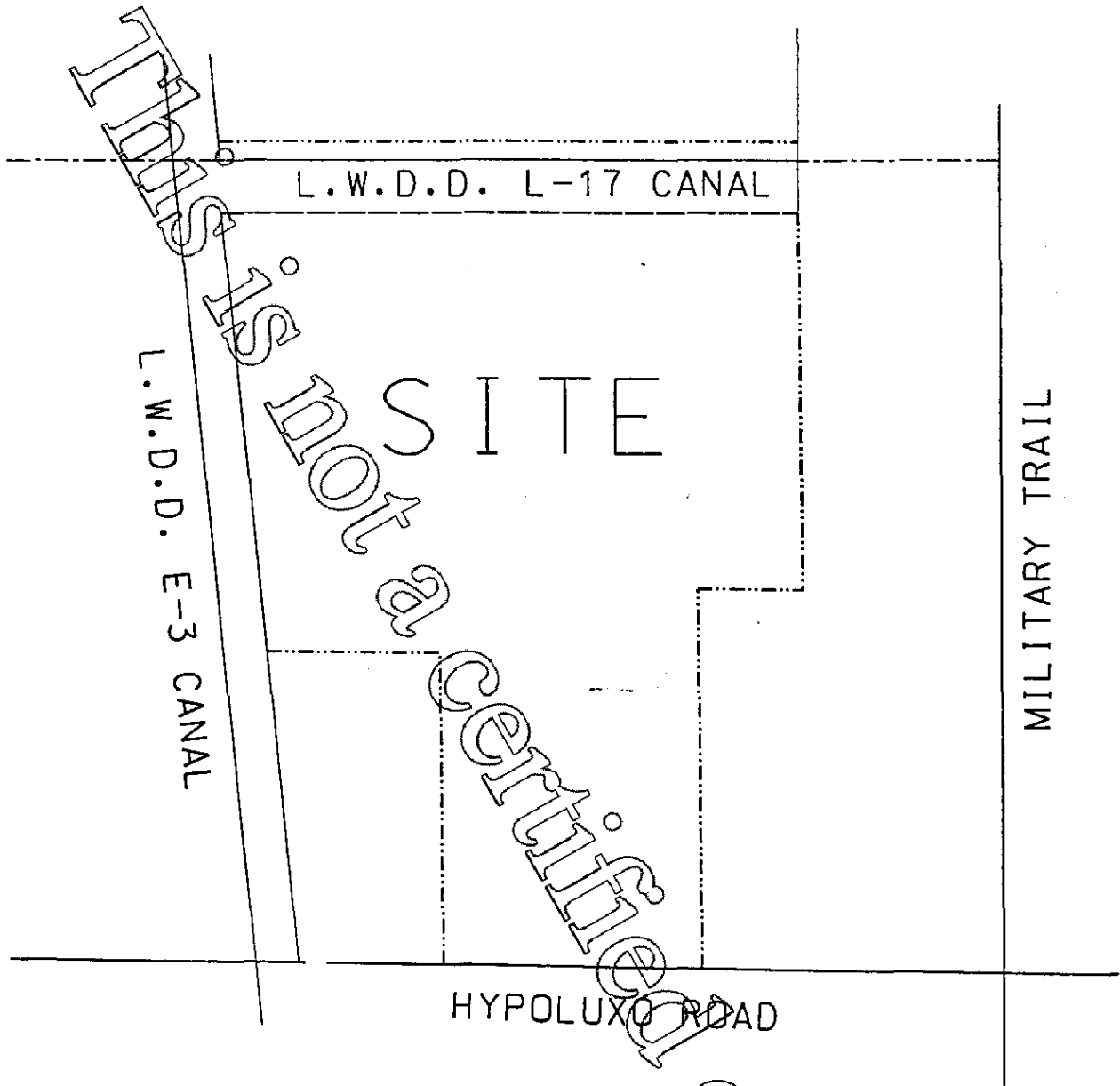
TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.

17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

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NORTH



ORIGINAL SUBMITTAL

AUG 12 1999

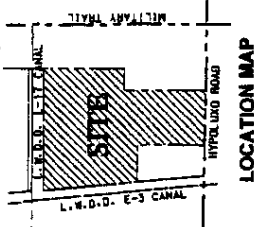
WPB

LOCATION MAP

SEC. 2, TWP. 45S, RGE. 42E

9 8 0 8 1 2 1 3

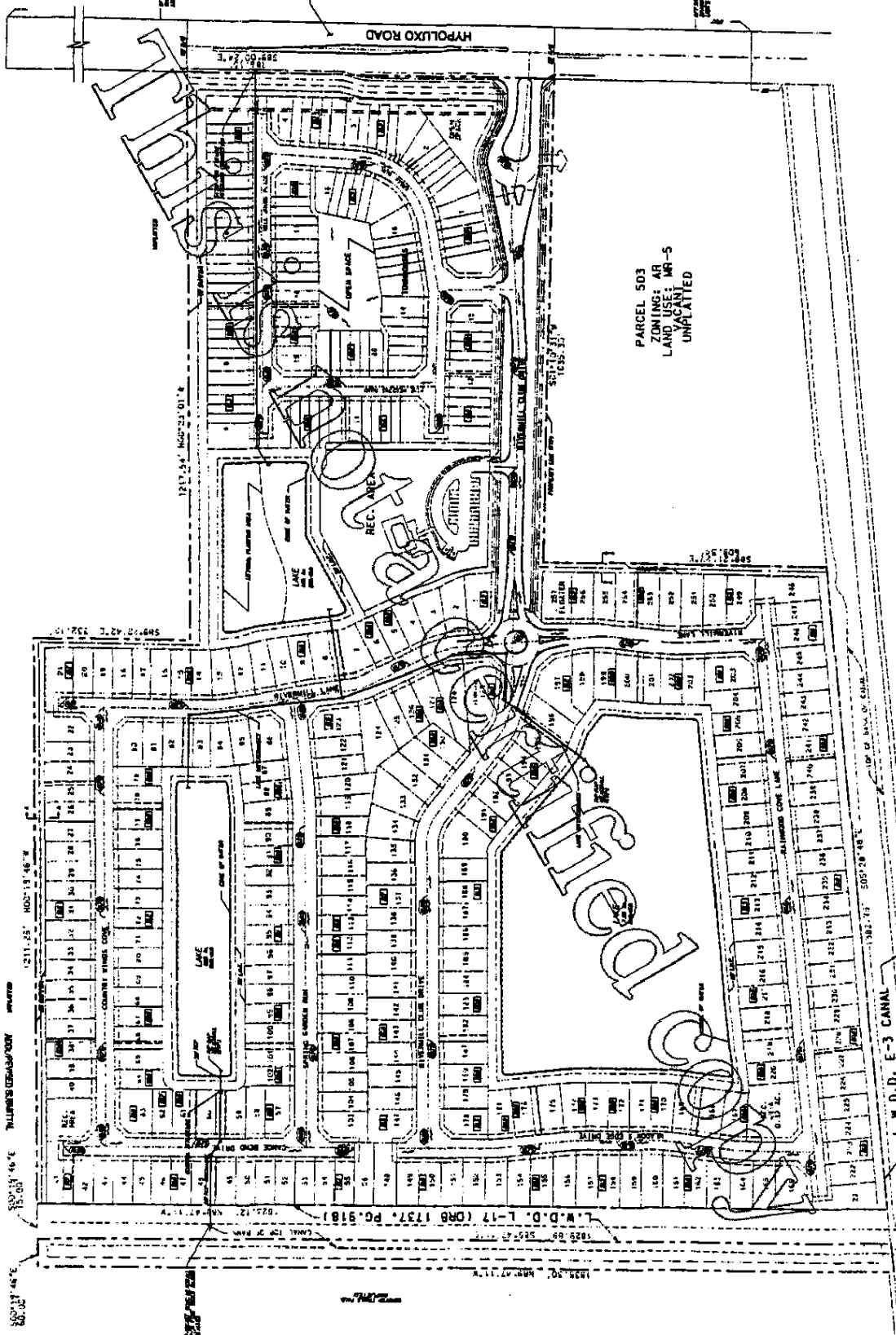
EXHIBIT 1



LEGEND
 [Symbol] EXISTING GRADE
 [Symbol] EXISTING FINISH FLOOR
 [Symbol] EXISTING CURB

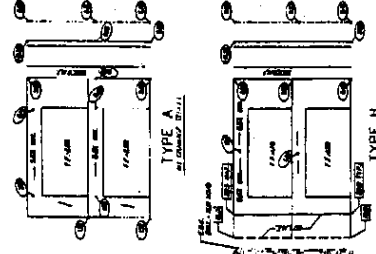
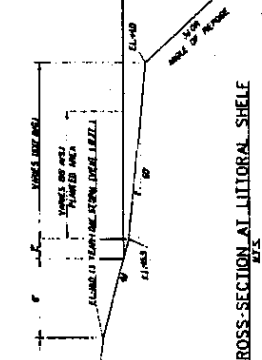
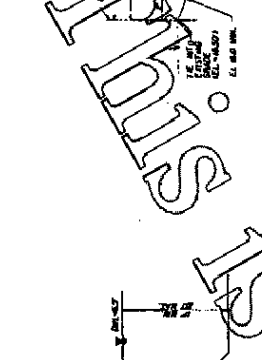
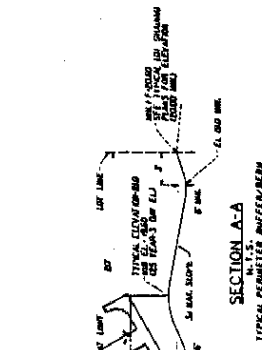
GENERAL NOTES:

1. ALL ELEVATIONS REFER TO THE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
3. SEE NOTES ON SHEET 17-11-1.
4. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
5. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
6. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.



PARCEL 503
 ZONING: AR
 LAND ACRES: 18.5
 UNPLATTED

SCHNARS ENGINEERING CORPORATION 1100 N. W. 10th St. Fort Lauderdale, Florida 33304 Tel: (305) 551-1000	OWNER CENTEX HOMES 910 JOG ROAD, SUITE 206 BOYNTON BEACH, FLORIDA 33437		PROJECT RIVERMILL SITE P/LD. PALM BEACH COUNTY FLORIDA		MASTER SURFACE WATER MANAGEMENT AND LAKE EXCAVATION PLAN		ORIGINAL: AUGUST 1999
	SHEET NO. 17-11-1 DATE: 08/19/99 DRAWN BY: [Signature] CHECKED BY: [Signature] IN CHARGE: [Signature] SCALE: AS SHOWN		SHEET 1 OF 2		REVISIONS: 1 2 3 4 5 6 7 8 9 10 11 12		



TYPICAL LOT GRADING FOR ZERO LOT LINE

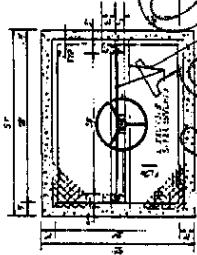
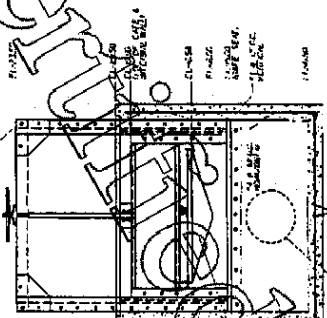
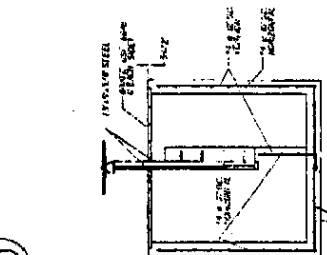
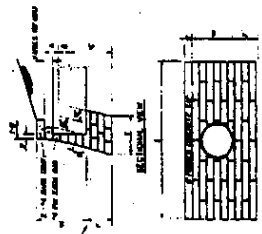
LOI GRADING LEGEND

- RISING GRADE
- FALLING GRADE
- AREA DRAINAGE

MINIMUM FINISHED FLOOR - 2' ABOVE ZERO LOT LINE

MINIMUM FINISHED GRADE - 1' ABOVE ZERO LOT LINE

MINIMUM FINISHED GRADE - 1' ABOVE ZERO LOT LINE



This is not a certified book

<p>SCHNARS ENGINEERING CORPORATION 100 North Atlantic Avenue, Suite 100 Palm Beach, Florida 33487 Tel: 561-844-4444 Fax: 561-844-4444</p>	OWNER:	CENTEX HOMES 8196 JOD ROAD, SUITE 200 BOYNTON BEACH, FLORIDA 33437	PROJECT:	RIVERMILL SITE P.L.D. PALM BEACH COUNTY FLORIDA	FOR:	MASTER SURFACE WATER MANAGEMENT AND LAKE EXCAVATION DETAILS	ORIGINAL: 08/21/08 REVISIONS: 1. SUPPLEMENTAL DESIGN 2. 3. 4. 5.	JOB NO. 08117 DRAWN BY J.M. CHECKED BY J.M. DATE 08/21/08 SHEET 2 OF 2



SCALE: 1"=300'

LEGEND



EXISTING SURFACE WATER TO BE FILLED (3.91 ACRES)

E-3 CANAL

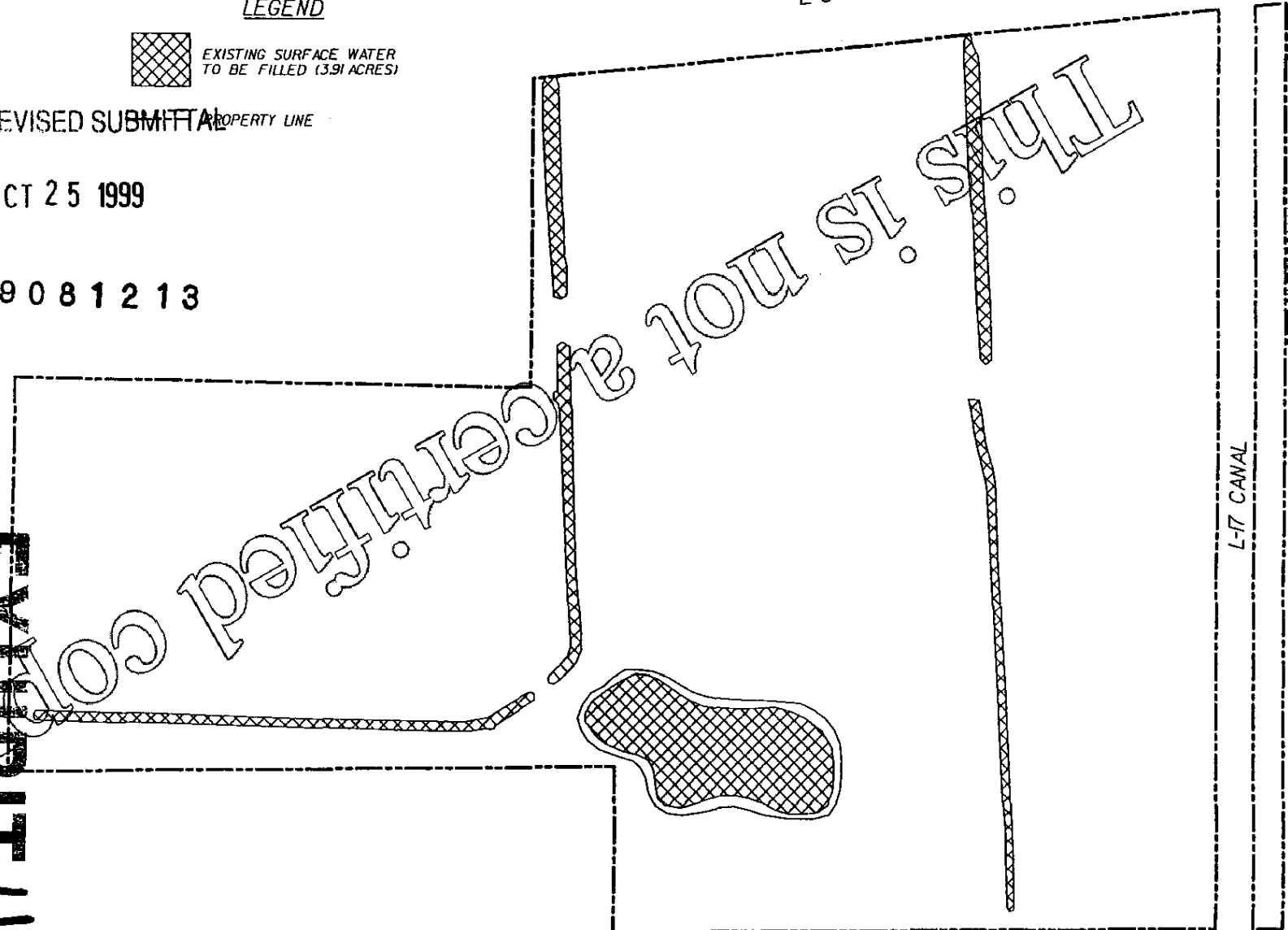
ADDL/REVISED SUBMITTAL PROPERTY LINE

OCT 25 1999

99081213

ROAD

EXHIBIT 4



OR BOOK/PAGE 14789/1673

FILE: \\proj\proj\1998\981213\dwg\082999\B2.dwg DATE: Oct. 20, 1999

 8880 S. Dixie Highway, Suite 100 Boca Raton, Florida 33437 Tel: (561) 211-6100 Fax: (561) 211-6102	CLIENT:	PROJECT:	TASK:	ORIGINAL REVISION:	 10-20-99 10-20-99	JOB NO. 98137
	CENTEX HOMES, INC.	RIVERMILL	EXISTING SURFACE WATER FILL PLAN	1		DRAWN M.M.
		NYE, PUD		2		DESIGNED J.T.S.
				3		CHECKED J.W.M.
				4		Q.C.
	PALM BEACH	FLORIDA		5	SHEET 1 of 1	

STAFF REPORT DISTRIBUTION LIST

NYE PUD
APPLICATION NUMBER: 990812-13

INTERNAL DISTRIBUTION

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- X John K. Shaffer
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- X Carlos A. de Rojas, P.E.
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- X Environmental PPC Reviewer
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CENTEX HOMES
- X Applicant's Consultant
SCHNARS ENGINEERING CORPORATION
- X Engineer, County of:
PALM BEACH
- Engineer, City of:
- Local Drainage District:
LAKE WORTH DRAINAGE DISTRICT

GOVERNING BOARD MEMBERS

- Mr. Mitchell W. Bender
- Ms. Vera Carter
- Mr. Michael Collins
- Mr. Gerardo B. Fernandez
- Dr. Patrick J. Gleason
- Mr. Nicolas Gutierrez
- Mr. Michael Minton
- Mr. Harkley R. Thornton
- Ms. Trudi K. Williams

COUNTY

- X Palm Beach -Building Division
- Environmental Res Mgmt
- Health Dept
- Land Development Div
- School Board Growth Mgt

BUILDING AND ZONING

OTHER

- City of Boynton Beach
- X David Sinclair
- DEP
- X Florida Audubon - Charles Lee
- X Florida Fish & Wildlife Conservation Com
- Indian Trail Water Control District
- Mrs Ed Dailey, President

DEPT. OF ENVIRONMENTAL PROTECTION

- X West Palm Beach



FILE NUM 20090227854 OR BOOK/PAGE 23322/1890 DATE: 07/08/2009 16:37:21 Pgs 1890 - 1893 (4pgs)
Sharon R. Beck, CLERK & COMPTROLLER

RESOLUTION AMENDING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERMILL HOMEOWNERS ASSOCIATION, INC.

WHEREAS, RIVERMILL HOMEOWNERS ASSOCIATION, INC., is a Florida corporation not-for-profit, and

WHEREAS, RIVERMILL HOMEOWNERS ASSOCIATION, INC., is a homeowners association as set forth in that certain Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 11966, Page 1620, and as thereafter amended, and

WHEREAS, a quorum of at least 30% of the voting interests were present in person or by proxy at a special meeting on June 23 2009, and

WHEREAS, at least 67% of the voting interests present, in person or by proxy, at which a quorum was present, affirmatively voted to pass the amendments, and

IT IS HEREBY RESOLVED, that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for RIVERMILL HOMEOWNERS ASSOCIATION, INC. were passed by the requisite requirements pursuant to said Declaration.

In WITNESS WHEREOF, RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this resolution of membership approval of the attached amendments to the Declaration of Covenants, Conditions and Restrictions for RIVERMILL HOMEOWNERS ASSOCIATION, INC., to be executed this 23 day of June, 2009.

Signed, sealed and delivered
In the presence of:

RIVERMILL HOMEOWNERS ASSOCIATION, INC.,

[Handwritten signatures and "Copied" watermark]
Witness to President
Witness to President
Witness to Secretary
Witness to Secretary

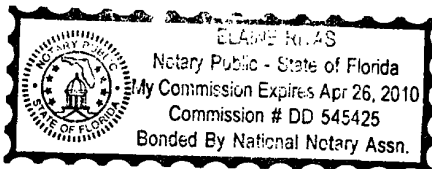
By: *Abel Ruiz*, President

ATTEST: *[Signature]*, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared *Abel Ruiz* who is personally known to me or who produced as identification and who executed the foregoing instrument after being duly sworn, and *Graziella Carrusci* who is personally known to me or who produced, _____ as identification and who executed the foregoing instrument after being duly sworn, acknowledged before me that they executed this document freely and voluntarily for the purposes herein stated.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of June, 2009.



Elaine Ruiz
Notary Public
My Commission Expires:

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVERMILL

This amendment amends the current Article 8, Use and Occupancy; Leases; Maintenance, as follows:

Section 8.1.1 For purposes of this Declaration, "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for a period of more than 30 days and/or which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(a) The leasing of Units are subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds. In making its determination as to whether to approve a lease of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease.

(b) Any Unit Owner intending to make a bona fide lease of his or her Unit shall give the Association thirty (30) days advance written notice of such intention, the Unit Owner's mailing address for all future assessment notices and other correspondence, together with the required application and fee, the name and address of the intended lessee, an executed copy of the proposed lease, any and all administrative and estoppel fees as may be required, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require. Every prospective lessee and occupant over the age of (18) eighteen shall sign the application and Association lease addendum and may be subject to such background checks as may be required by the Board. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval. Occupancy of units shall be in accordance with Palm Beach County Codes and the governing documents of the Association.

(c) In addition to any evaluation criteria which the Board may from time to time provide, the following criteria shall be used to evaluate prospective lessees and occupants:

1. Satisfactory employment references, including but not limited to, proof of current employment;
2. Satisfactory references from prior lessors, including a positive record of prompt monthly payment and no damage claims or nuisance type complaints;
3. Satisfactory criminal background check.

(d) The following criteria shall be cause for immediate denial of applications, including but not limited to:

1. Falsifying application information;
2. Incomplete application;
3. History of property destruction;
4. Negative rental history, including but not limited to, noise complaints, eviction proceedings, claims against security deposit, and property damage;
5. Felony record and/or pending felony charges and/or pattern of misdemeanor criminal activity and/or excessive criminal history;
6. Registered as a sex offender;
7. Pending charges, conviction, and/or active parol for any sex crime and/or crimes against children.

(e) Failure to Give Notice: If the notice to the Association herein required is not given, than at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(f) All Unit Owners shall be jointly and severally liable with their tenants/occupants for any amount which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant/occupant or for the acts and omission of the tenant/occupant which constitute a violation of, or non-compliance with, the provisions of the governing documents.

(g) There shall be no subleases or assignments of leases without prior written association approval.

(h) Leases of delinquent unit owners will not be approved until the delinquencies are paid.

(i) No lease approved by the Association may be amended or modified without prior written approval by the Association.

(j) The lease addendum is automatically incorporated into the tenant/occupant agreement and/or lease agreement, whether or not signed by the tenants/occupants and/or owners.

(k) Any approval granted herein is condition upon the tenant and occupants abiding by all provisions contained in any governing document of the Association. If the Association determines that a tenant or occupant violates any such provision, the violation will be deemed a material breach of the lease agreement and the Association may revoke its approval and evict tenants.

(l) In the event the lease is disapproved, the Association shall have the right to remove and/or proceed with any and all legal remedies against the Owner and/or tenant, including but not limited to, eviction of the tenant. In the event any damages and/or attorney's fees are incurred by the Association, whether or not a lawsuit is filed, as a result of non-compliance with this Article, the owner and the tenants and/or occupants will be jointly and severally liable for the damages and/or attorney's fees, and it shall become an individual assessment levied against the subject owner.

All other provisions of Article 8 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERMILL**

This amendment amends the current Article 15, Enforcement, as follows:

Section 15.1.1 Fines and Suspension: In addition to the other rights and remedies of the Association, as set forth in the Declaration, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines not to exceed the maximum permitted by law per violation, against any member or any tenant, guest, or invitee. A fine may be levied in accordance with the law. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

Section 15.1.2 Suspension of Voting Rights: The voting rights of a member is suspended if the member is delinquent for the nonpayment of regular assessments in excess of 90 days.

All other provisions of Article 15 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.



FILE NUM 20090227854 OR BOOK/PAGE 23322/1890 DATE: 07/08/2009 16:37:21 Pgs 1890 - 1893 (4pgs)
Sharon R. Beck, CLERK & COMPTROLLER

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WHEREAS, RIVERMILL HOMEOWNERS ASSOCIATION, INC., is a homeowners association as set forth in that certain Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 11966, Page 1620, and as thereafter amended, and

WHEREAS, a quorum of at least 30% of the voting interests were present in person or by proxy at a special meeting on June 23 2009, and

WHEREAS, at least 67% of the voting interests present, in person or by proxy, at which a quorum was present, affirmatively voted to pass the amendments, and

IT IS HEREBY RESOLVED, that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for RIVERMILL HOMEOWNERS ASSOCIATION, INC. were passed by the requisite requirements pursuant to said Declaration.

In WITNESS WHEREOF, RIVERMILL HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this resolution of membership approval of the attached amendments to the Declaration of Covenants, Conditions and Restrictions for RIVERMILL HOMEOWNERS ASSOCIATION, INC., to be executed this 23 day of June, 2009.

Signed, sealed and delivered
In the presence of:

RIVERMILL HOMEOWNERS ASSOCIATION, INC.,

[Handwritten signatures and "Copied Copy" watermark]
Witness to President
Witness to President
Witness to Secretary
Witness to Secretary

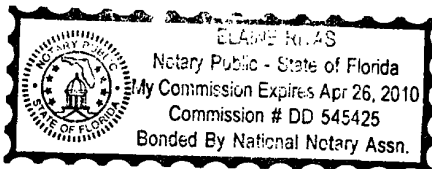
By: *Abel Ruiz*, President

ATTEST: *[Signature]*, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared *Abel Ruiz* who is personally known to me or who produced as identification and who executed the foregoing instrument after being duly sworn, and *Graziella Cannuscio* who is personally known to me or who produced, _____ as identification and who executed the foregoing instrument after being duly sworn, acknowledged before me that they executed this document freely and voluntarily for the purposes herein stated.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of June, 2009.



Elaine Ruiz
Notary Public
My Commission Expires:

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERMILL**

This amendment amends the current Article 8, Use and Occupancy; Leases; Maintenance, as follows:

Section 8.1.1 For purposes of this Declaration, "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for a period of more than 30 days and/or which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(a) The leasing of Units are subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds. In making its determination as to whether to approve a lease of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease.

(b) Any Unit Owner intending to make a bona fide lease of his or her Unit shall give the Association thirty (30) days advance written notice of such intention, the Unit Owner's mailing address for all future assessment notices and other correspondence, together with the required application and fee, the name and address of the intended lessee, an executed copy of the proposed lease, any and all administrative and estoppel fees as may be required, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require. Every prospective lessee and occupant over the age of (18) eighteen shall sign the application and Association lease addendum and may be subject to such background checks as may be required by the Board. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval. Occupancy of units shall be in accordance with Palm Beach County Codes and the governing documents of the Association.

(c) In addition to any evaluation criteria which the Board may from time to time provide, the following criteria shall be used to evaluate prospective lessees and occupants:

1. Satisfactory employment references, including but not limited to, proof of current employment;
2. Satisfactory references from prior lessors, including a positive record of prompt monthly payment and no damage claims or nuisance type complaints;
3. Satisfactory criminal background check.

(d) The following criteria shall be cause for immediate denial of applications, including but not limited to:

1. Falsifying application information;
2. Incomplete application;
3. History of property destruction;
4. Negative rental history, including but not limited to, noise complaints, eviction proceedings, claims against security deposit, and property damage;
5. Felony record and/or pending felony charges and/or pattern of misdemeanor criminal activity and/or excessive criminal history;
6. Registered as a sex offender;
7. Pending charges, conviction, and/or active parol for any sex crime and/or crimes against children.

(e) Failure to Give Notice: If the notice to the Association herein required is not given, than at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(f) All Unit Owners shall be jointly and severally liable with their tenants/occupants for any amount which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant/occupant or for the acts and omission of the tenant/occupant which constitute a violation of, or non-compliance with, the provisions of the governing documents.

(g) There shall be no subleases or assignments of leases without prior written association approval.

(h) Leases of delinquent unit owners will not be approved until the delinquencies are paid.

(i) No lease approved by the Association may be amended or modified without prior written approval by the Association.

(j) The lease addendum is automatically incorporated into the tenant/occupant agreement and/or lease agreement, whether or not signed by the tenants/occupants and/or owners.

(k) Any approval granted herein is condition upon the tenant and occupants abiding by all provisions contained in any governing document of the Association. If the Association determines that a tenant or occupant violates any such provision, the violation will be deemed a material breach of the lease agreement and the Association may revoke its approval and evict tenants.

(l) In the event the lease is disapproved, the Association shall have the right to remove and/or proceed with any and all legal remedies against the Owner and/or tenant, including but not limited to, eviction of the tenant. In the event any damages and/or attorney's fees are incurred by the Association, whether or not a lawsuit is filed, as a result of non-compliance with this Article, the owner and the tenants and/or occupants will be jointly and severally liable for the damages and/or attorney's fees, and it shall become an individual assessment levied against the subject owner.

All other provisions of Article 8 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERMILL**

This amendment amends the current Article 15, Enforcement, as follows:

Section 15.1.1 Fines and Suspension: In addition to the other rights and remedies of the Association, as set forth in the Declaration, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines not to exceed the maximum permitted by law per violation, against any member or any tenant, guest, or invitee. A fine may be levied in accordance with the law. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

Section 15.1.2 Suspension of Voting Rights: The voting rights of a member is suspended if the member is delinquent for the nonpayment of regular assessments in excess of 90 days.

All other provisions of Article 15 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.



CFN 20140288465
OR BK 26958 PG 0593
RECORDED 08/05/2014 11:07:01
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0593 - 596; (4pgs)

This instrument should be returned to:
Hartley & Morton, Attorneys At Law
800 Village Square Crossing, Suite 222
Palm Beach Gardens, Florida 33410

This is not a certified copy

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVERMILL HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Rivermill Homeowners Association, Inc. is made this 2nd day of June, 2014, by the President and Secretary of Rivermill Homeowners Association, Inc. ("Association"), the homeowners association operating Rivermill Homeowners Association, Inc.

WITNESSETH:

WHEREAS, THE Declaration of Covenants, Conditions and Restrictions for Rivermill Homeowners Association, Inc. was recorded in Official Records Book 11966, Page 1620, of the Public Records of Palm Beach County, Florida ("Declaration"), and as thereafter amended;

WHEREAS, amendments to the Declaration were proposed and approved pursuant to provisions of the Declaration and applicable law and are to be certified of record as notice to the current and future owners of the property subject to the Declaration of the contents of said amendments.

NOW, THEREFORE, the President and Secretary of the Association hereby certify the following:

1. That a meeting of the members of the Association was properly convened and conducted on June 10, 2014 for the purpose of adopting the amendments, attached hereto and incorporated herein as Exhibit "A". At said members' meeting, the members approved and adopted the amendments set forth on attached Exhibit "A".
2. That a majority of the entire Board of Directors has approved the amendments set forth on attached Exhibit "A".
3. A quorum of at least 30% of the voting interests were present in person or by proxy at the meeting of the members held on June 10, 2014.
4. At least 67% of the voting interests present, in person or by proxy, at which a quorum was present, affirmatively voted to pass the amendments,

5. That the adoption of the amendments appears in the minutes of the Association and is unrevoked.

6. That the amendments to the Declaration bind the land subject to the Declaration and operate as covenants running with the land.

Witnesses as to
President and Secretary

RIVERMILL HOMEOWNERS ASSOCIATION, INC.

~~Handwritten signature~~
~~Handwritten signature~~

By: Handwritten signature
Signature of President

First Witness Signature
Handwritten signature
~~Handwritten signature~~

Handwritten name, President

Printed Name

Printed Name

ATTEST:

Handwritten signature
Second Witness Signature

Signature of Secretary

Handwritten name

Handwritten signature

, Secretary

Printed Name

Printed Name

Handwritten name

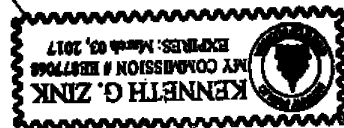
STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of June, 2014
by Handwritten names, as President, and
Handwritten name, as Secretary of Rivermill
Homeowners Association Inc., a Florida not-for-profit corporation, on behalf of the Corporation. The
President and Secretary of Rivermill Homeowners Association, Inc. are personally known to me or
have produced _____ as identification.

Handwritten signature

NOTARY PUBLIC, State of Florida

SEAL



**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERMILL HOMEOWNERS ASSOCIATION, INC.**

This amendment amends the current Article 6, Section 6.12 and Article 8, Sections 8.1 and 8.2.2.

This amendment amends the current Article 6, Section 6.12 as follows:

~~Section 6.12. Subordination of the Lien to Mortgages: Mortgagee's Rights. The lien of the assessments provided for herein is subordinate to the lien of any purchase money or home equity Mortgage given to an Institutional Lender now or hereafter placed upon a Unit or Lot recorded prior to the recording of a notice of lien pursuant to Section 6.11 of this Article 6; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.~~

~~An Institutional Lender, upon request, shall be entitled to a written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from the Institutional Lender. An Institutional Lender may pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Property and Institutional Lenders making such payments shall be owed immediate reimbursement therefor from the Association.~~

This amendment amends the current Article 8, Section 8.1 as follows:

~~Section 8.1 Single Family Residential Use Only. All Lots and dwellings shall be used and occupied for single family purposes. No dwelling shall be occupied by more than one (1) family. Family shall mean one (1) or more persons related by law, blood, adoption or marriage, but shall not exceed two (2) people per bedroom, as delivered by the developer. Alternatively, a family may also be defined as persons living together in a domestic relationship and as in integrated single housekeeping unit, though not related by law, blood, adoption or marriage, but shall be deemed to constitute a family, provided that such alternative definition of family shall not exceed two (2) persons. However, in no event shall more than one family be allowed to reside in a unit, this includes, but is not limited to, two or more adult couples, whether or not related, residing in the same unit. No Lot or dwelling shall be used for commercial, institutional or other nonresidential purpose if such use involves the attendance or entry of nonresident upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to (a) "garage sales" conducted with the prior written consent of the Board of Directors of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or (b) the use of any Unit by Declarant or any Builder as a model home or sales office, or (c) the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder.~~

In order to assure a community of congenial residents and thus protect the value of the Units in Rivermill, the sale of Units shall be subject to the Association's prior written approval of the transfer:

Notice to Association. Not less than 20 days prior to the date of any closing of a sale and/or transfer of title, the Unit Owner intending to sell and/or transfer title shall notify the Association in writing of his or her intention to sell and/or transfer title to his or her Unit and furnish with such notification a copy of the contract for purchase and sale, if any. It is the intention of this Article to grant to the Association a right of approval or disapproval of purchasers and to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. In making its determination as to whether to approve a purchaser on the sale and/or transfer title to a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate purchaser in the event the Association disapproves a sale and/or transfer of title. Every prospective purchaser, acquirer of title, and occupant over the age of (18)

EXHIBIT "A"

eighteen shall complete and sign an application for approval and may be subject to such background checks as may be required by the Board. In addition, the Board may require an application fee and a personal interview with the prospective purchaser, title recipient, and occupants as a further condition to approval. The Board may establish criteria for evaluating prospective purchasers, title recipients and occupants. In the event the Association fails to timely provide an approval or denial, such prospective purchaser, title recipient and/or occupant shall be deemed denied. This application and approval process is also required for those individuals and/or entities acquiring title thru foreclosure sale and/or inheritance.

In addition to any evaluation criteria which the Board may from time to time provide, the following criteria shall be used to evaluate prospective owners and occupants:

1. Satisfactory employment references, including but not limited to, proof of current employment;
2. Satisfactory references from prior lessors, including a positive record of prompt monthly payment and no damage claims or nuisance type complaints;
3. Satisfactory credit report;
4. Satisfactory criminal background check.

The following criteria shall be cause for immediate denial of applications, including but not limited to:

1. Falsifying application information;
2. Incomplete application;
3. History of property destruction;
4. Negative rental history, including but not limited to, noise complaints, eviction proceedings, claims against security deposit, and property damage;
5. An extensive, negative credit history;
6. Judgments, tax liens, evictions, defaults or delinquent credit reporting in excess of 60 days
7. Felony record and/or pending felony charges and/or pattern of misdemeanor criminal activity and/or excessive criminal history;
8. Registered as a sex offender;
9. Pending charges, conviction, and/or active parol for any sex crime and/or crimes against children.

As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voided by the Association at its sole discretion.

This amendment amends the current Article 8, Section 8.2.2 as follows:

Section 8.2.2. Minimum Lease Term. No unit may be leased within the first (1) year of ownership, which time period shall be measured from the date of recordation of the deed of transfer to the current owner(s). All leases shall be for a term of 6 months or longer. No owner may rent any portion or all of a Unit for a period of less than 6 months. No Owner may rent all or any portion of a Unit more than twice in any 12-month period. If a Tenant, who has signed a lease of 6 months or longer, defaults on the lease or abandons the Unit before the expiration of the lease term, the owner shall have the right to find a replacement Tenant provided that the term of the lease for the replacement Tenant shall be at least 6 months, and provided further that if the replacement Tenant defaults or abandons the Unit, or if the term of the replacement lease expires before the expiration of 12 months after the date of the original lease, the Owner may not replace the replacement Tenant until the 12-month period has expired. This provision shall not apply to the rental of Association owned Units.

All other provisions of Articles 6 and 8 shall remain as written and are not reprinted herein. Text which is neither included or deleted is as currently written. Text which is underlined is added. Text which is stricken out is deleted.