

The Sanctuary

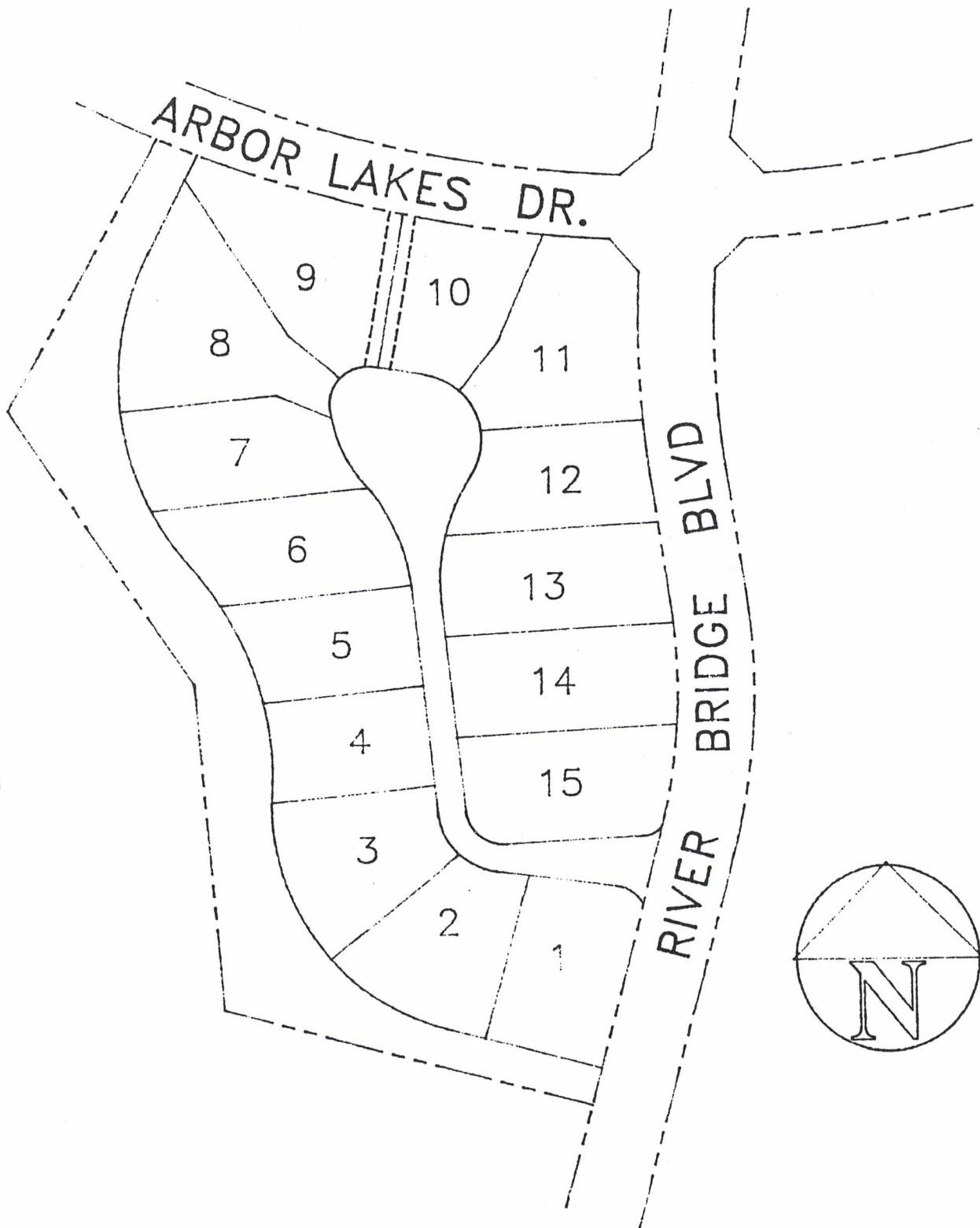
at

RIVER BRIDGE



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at  
RIVER BRIDGE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FORTHE SANCTUARY AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed by THE SANCTUARY AT RIVER BRIDGE, INC., a Florida corporation (the "Declarer"), joined by RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association"), THE SANCTUARY AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association") and RIVER BRIDGE CORPORATION, a Delaware corporation qualified to do business in the state of Florida, and OLIVE TREE CORPORATION, a Delaware corporation qualified to do business in the state of Florida (collectively, the "Developer").

WITNESSETH:

WHEREAS, Declarer and Developer each own portions but together own all of the real property described in Exhibit "A" hereto, which is a part of River Bridge and which is subject to the Declaration of Protective Covenants and Restrictions for River Bridge (the "Property"); and

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

THEREFORE, Declarer and Developer hereby declare that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions in this Declaration of Covenants, Conditions and Restrictions.

ARTICLEDEFINITIONS

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

Section 1. ARTICLES OF INCORPORATION OR ARTICLES shall mean and refer to the Articles of Incorporation of The Sanctuary at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit, as amended and supplemented from time to time.

Section 2. ASSESSMENTS shall mean and refer to all general assessments, special assessments, individual special assessments and all other fees, charges and fines levied by the Association against Unit Owners for sums necessary to 3



provide for the payment of all Common Expenses and to supply funds for budgetary requirements of the Association.

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

Section 4. ASSOCIATION DOCUMENTS shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and Bylaws of The Sanctuary at River Bridge Homeowners' Association, Inc.

Section 5. BOARD OR BOARD OF DIRECTORS shall mean and refer to the Board of Directors of the Association, which shall be responsible for the administration of the Association.

Section 6. BOARD OF GOVERNORS shall mean and refer to the Board of Governors of the Master Association.

Section 7. BYLAWS shall mean and refer to the Bylaws of The Sanctuary at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit, as amended and supplemented from time to time.

Section 8. BYLAWS OF THE MASTER ASSOCIATION shall mean and refer to the Bylaws of River Bridge Property Owners' Association, Inc., a Florida corporation not-for-profit, as amended and supplemented from time to time.

Section 9. CITY shall mean and refer to the City of Greenacres, an incorporated municipality of the state of Florida.

Section 10. CLASS I LOTS shall mean and refer to any Lot upon which a Residential Unit has been completed as evidenced by issuance of a certificate of occupancy by the City of Greenacres, Florida.

Section 11. CLASS II LOTS shall mean and refer to any Lot which is unimproved or upon which construction of a Residential Unit has commenced but has not yet received a certificate of occupancy from the City of Greenacres, Florida.

Section 12. COMMON AREA shall mean all personal and real property and improvements thereon owned by the Association for the common use and enjoyment of the Members.

Section 13. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein regarding the Common Area and the operation of the Association, or as may be otherwise determined by the Board of Directors.

Section 14. COMMON SURPLUS shall mean and refer to all receipts of the Association, including but not limited to assessments, rents, profits and revenues which are in excess of the amount of Common Expenses.

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

Section 16. DECLARATION shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all exhibits attached hereto, as amended and supplemented from time to time.

Section 17. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE OR MASTER ASSOCIATION DECLARATION shall mean and refer to the terms and provisions of the Declaration of Protective Covenants and Restrictions for River Bridge recorded April 26, 1984 in Official Record Book 4221, commencing at Page 1759, Public Records of Palm Beach County, Florida, as further amended and supplemented from time to time.

Section 18. DECLARER shall mean and refer to The Sanctuary at River Bridge, Inc., a Florida corporation, its successors and assigns, but shall not include a Unit Owner or a lessee of a Unit who has acquired a Unit or any interest therein from the Declarer.

Section 19. DEVELOPER shall collectively mean and refer to River Bridge Corporation, a Delaware corporation qualified to do business in the State of Florida, and Olive Tree Corporation, a Delaware corporation qualified to do business in the state of Florida, together doing business as River Bridge, and their successors or assigns if any such successor or assign acquires any right, title or interest to or in all or any portion of River Bridge, as hereinafter defined, from the Developer for the purpose of development and is designated by recorded documents executed by the president or any other officer of River Bridge Corporation and Olive Tree Corporation as the Developer, and shall also refer to any assignee of River Bridge Corporation and/or Olive Tree Corporation under the P.U.D. Agreement, as hereinafter defined.

Section 20. DEVELOPMENT ORDER shall mean and refer to the Development Order adopted by Greenacres City on November 7, 1983, in the form of its Resolution 83-36, recorded on November 29, 1983, in Official Record Book 4096, Page 1351, Public Records of Palm Beach County, Florida.

Section 21. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit and secures a loan from a bank, savings bank, savings and loan association, insurance company, real estate investment trust, pension fund, the Developer, the Declarer or any other recognized lending institution.

Section 22. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage.

Section 23. LOT shall mean and refer to any one of lots 1 through 15, inclusive, of RIVER BRIDGE P.U.D. PLAT 2E, as recorded in Plat Book 69, Pages 155 through 156, Public Records of Palm Beach County, Florida.

Section 24. MASTER ASSOCIATION shall mean and refer to River Bridge Property Owners' Association, Inc., a Florida Corporation not-for-profit, its successors and assigns.

Section 25. MASTER ASSOCIATION ASSESSMENT OR M.A. ASSESSMENT shall mean and collectively refer to a share of the funds required for the payment of expenses incurred by the Master Association in accordance with the Master Association Documents, as hereinafter defined, special assessments, emergency special assessments, and all other fees, charges and fines levied by the Master Association.

Section 26. MASTER ASSOCIATION DOCUMENTS shall mean and refer to the Master Association Declaration and the Articles of Incorporation and Bylaws of the Master Association, as all of such terms may be defined herein, and as amended and supplemented from time to time.

Section 27. MEMBER shall mean and refer to every Owner of a Lot.

Section 28. MEMBER OF THE MASTER ASSOCIATION shall mean and refer to any association, condominium association, builder, the Developer, or other individual or entity, who shall together comprise the membership of the Master Association, in accordance with the Master Association Documents. An Owner who acquires title to a Unit from the Declarer shall be a Member of the Association but not a Member of the Master Association.

Section 29. OWNER OR UNIT OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property but shall not include those having merely a security interest in the Property as collateral for the performance of an obligation.

Section 30. PROPERTY shall mean the property described in Exhibit "A" and any additional property which may be made subject to this Declaration by virtue of amendment hereto.

Section 31. P.U.D. OR P.U.D. AGREEMENT shall mean and refer to the Planned Unit Development Agreement between the City and the Developer, as approved by Greenacres City Ordinance No. 83-49, recorded March 19, 1984 in Official Record Book 4186, Page 1703, in the Public Records of the County, as amended or as may hereinafter be amended.

Section 32. RESIDENTIAL UNIT OR UNIT shall refer to any dwelling unit constructed on a Lot, together with other improvements constructed thereon for use and occupancy as a residence by a single family.

Section 33. RIVER BRIDGE shall mean and refer to that Planned Unit Development which is located in Greenacres City, Palm Beach County, Florida, and is known as River Bridge, as same is legally described in the P.U.D. Agreement.

Section 34. SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the Development Order and the P.U.D. Agreement.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY. The initial property which shall be subject to this Declaration is described in Exhibit "A" attached hereto.

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

ARTICLE III

PROPERTY RIGHTS

Section 1. TITLE TO THE COMMON AREA. Title to the Common Area within the Property shall be deeded by the Developer to the Association free and clear of all encumbrances before the last Lot is conveyed to an Owner.

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

(a) Utilities and Other Services. An easement for utilities, including but not limited to electricity, telephone, water and sewer, wastewater services, drainage, irrigation systems, and cable television and other services provided through cable, wiring, optical fiber or other communication conduits, including the maintenance and operation of all of the foregoing in order to adequately serve all or any part of the Property and all improvements thereon.

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

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

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

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

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

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

(h) Easements for the Declarer and the Developer. Easements are hereby reserved throughout the Property including, without limitation, the streets and the easements shown on the plat of the Property, by the Declarer and the Developer, for their use and the use of their agents, employees, licensees and invitees, for all purposes in connection with the development, marketing and sale of the Property.

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

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

#### ARTICLE IV

#### ASSOCIATION NETWORK

Section 1. MASTER ASSOCIATION. River Bridge Property Owners' Association, Inc., a Florida corporation not-for-profit, is the Master Association for River Bridge P.U.D., of which this Association is a part. The Master Association is the organization with the responsibility to make and collect Master Association Assessments. The covenants, conditions, restrictions, charges and assessments levied by the Master Association are separate, apart and in addition to the covenants, conditions, restrictions, charges and assessments referred to herein.

Section 2. ASSOCIATION. The Declarer has caused to be incorporated The Sanctuary at River Bridge Homeowners' Association, Inc., a Florida corporation not-for-profit, in accordance with the Articles of Incorporation. It shall have the duties imposed in its Articles of Incorporation, Bylaws and this Declaration. The Association is or will become vested with primary authority and control over all of the Property and is or will become the owner of all real and personal property known as the Common Area. The Association is the organization with the responsibility to make and collect Assessments from all Members, which

Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any Owner, the Declarer, or the Developer, as more fully set forth in Article X of this Declaration. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Except for the Declarer, who shall be considered a Member of the Association from its inception, every Owner of a Lot shall automatically become a Member of the Association upon the recording of a deed therefor in the public records of the County. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall continue until such time as the Member transfers or conveys record title to such Member's Lot or such Lot is transferred or conveyed by operation of law, at which time membership with respect to such Lot shall automatically be conferred upon the transferee. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

Section 2. VOTING. The Association shall have two classes of voting membership.

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

Class B. The Class B Member shall be the Declarer. The Class B Member shall be entitled to two (2) votes, plus three (3) votes for each vote entitled to be cast in the aggregate and from time to time by the Class A Members. It is the specific intent of this provision that the Class B Member have more than three fourths (3/4) of the votes which may be cast by all of the Members of the Association until the Class B Member shall relinquish control of the Association. The Class B membership shall cease upon the recording of a deed of conveyance by the Declarer to a purchaser for the last Lot owned by the Declarer within the Property, provided however, that the Declarer, at its option, may terminate the

Class B membership and relinquish control of the Association at any time prior thereto by recording in the public records of the County a certificate of termination of the Class B membership and delivering a copy thereof to the Association. Upon termination of the Class B membership, the Declarer shall become a Class A Member for each Lot owned by the Declarer.

ARTICLE VI

OPERATION AND MANAGEMENT OF THE PROPERTY

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

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

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

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

(b) Conflicts. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations of the Association, and the Bylaws shall take precedence over applicable Rules and Regulations, as all may be amended and supplemented from time to time. The Master Association Documents shall take precedence over the Association Documents except where the Association Documents are more stringent in their requirements.

(c) Association Management. Unless the approval or action of Unit Owners or a certain specific percentage of the Board of Directors is expressly required in the Association Documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board without the consent of the Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution, subject in all events to the provisions of the Master Association Documents. When an approval or action of the Association is permitted to be given or taken pursuant to the Master Association Documents or the Association Documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Master Association Documents or the Association Documents or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such

conditions or refusal, provided the same does not violate the requirements of the Master Association Documents or the Association Documents.

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

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

ARTICLE VII

MAINTENANCE

Section 1. MAINTENANCE BY THE ASSOCIATION. The Association shall:

(a) Maintain and repair all streets, landscaping and other improvements within the Common Area.

(b) Maintain the front, side and rear lawn of each Lot and the landscaping originally installed by Declarer on each Lot, or replacements thereto. It is the intent of this provision that the Association shall not be responsible for the maintenance and trimming of any trees, shrubbery or other additional landscaping which may be installed on a Lot by the Owner thereof unless such Owner has made arrangements for such maintenance with the Association, including the payment of any charges separately charged by the Association for such additional maintenance.

Section 2. MAINTENANCE BY THE OWNERS. Each Owner shall be responsible to keep his/her Lot and the improvements located thereon in compliance with the standards promulgated by the Board and in accordance with the requirements of the Master Association Declaration. By way of example but not limitation, each Owner shall:

(a) Maintain, protect, repair and replace, at such Owner's cost and expense, all portions of the Lot and all improvements, landscaping and equipment located thereon, except the lawn on the front, side and rear yards of each Lot and the maintenance of landscaping originally installed by the Declarer or replacements thereto, for which maintenance shall be provided by the Association and charged as an Association Common Expense. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. If an Owner fails to keep his/her Lot and the improvements located thereon in compliance with the standards set forth herein or as promulgated by the Board, the Association shall have a reasonable right of entry to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Lot, with the cost thereof being charged against such Lot and collected by the Association as an individual special assessment.



(b) Not modify or change the appearance or design of any portion of the exterior of any structure, site feature or landscaping located on a Lot without the prior written approval of the Board and additionally as may be required by the Master Association Declaration.

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

Section 3. ACCESS BY ASSOCIATION. Each Owner shall grant the Association access to his/her Lot and cooperate with the Association to allow it and its designated agents to perform its duties hereunder.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. INSURANCE. The Association is hereby authorized to purchase insurance on the Common Area in such amounts and with such companies as the Board shall deem appropriate.

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

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

Section 4. DECLARER AND DEVELOPER AS NAMED INSUREDS. Any policy of insurance, of whatever nature, which insures any risk connected with the Property, shall provide that both the Declarer and the Developer are named insureds along with any other named insureds so long as the Declarer owns any portion of the Property or the Developer owns any property in River Bridge.

ARTICLE IX

CONDEMNATION

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

- (i) If the taking involves a portion of the Common Area on which improvements have been constructed then, unless within sixty (60) days after such taking the Declarer, the Board of Directors, the Board of Governors and at least seventy five (75%) percent of the Class A Members of the Association shall all otherwise agree, the Association shall restore or replace such improvement so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors and the Board of Governors.
- (ii) If the taking does not involve any improvement on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of the Association shall determine.

ARTICLE X

ASSESSMENTS AND LIENS

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

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

Section 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS. The Board shall prepare an annual budget containing an estimate of the Common Expenses it expects to incur and shall assess its Members sufficient monies to meet this estimate. All Members owning Class II Lots shall be assessed at one-half the rate of Members owning Class I Lots. The Board shall cause a copy of the budget and the amount of the general assessment to be levied against each Member for the following year to be delivered to each Member at least fourteen (14) days prior to the meeting at which such budget shall be considered by the Board. The budget and the general assessment shall become effective upon approval by a majority of the members of the Board present at the budget meeting at which there is a quorum.

General assessments shall be collected in advance quarterly or otherwise as the Board in its sole discretion may determine. Classification of Lots as either

Class I Lots or Class II Lots shall be determined by the Board for each quarterly assessment period.

Section 4. SPECIAL ASSESSMENTS. The Association shall have the power and authority to levy and collect a special assessment from Members for all reasonable purposes, including but not limited to the acquisition of property by the Association, the cost of construction of capital improvements to the Common Area, the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, and the expense of indemnification of each director and officer of the Association. A special assessment shall be collectable in such manner as the Board shall determine. If a special assessment shall exceed the general assessment for the Members in that year in which the special assessment is to be held, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists as defined in the Bylaws and which is called at least in part to secure such approval. Approval shall be by an affirmative vote of a majority of the votes present in person or by proxy. The Association may levy an emergency special assessment when, in the sole determination of the Board, there is potential danger of damage to persons or property. Such emergency special assessments may be used to pay for preventive, protective or remedial construction, reconstruction, improvements, repairs, or replacements. Events justifying emergency special assessments include but are not limited to hurricanes, floods and fires. Emergency special assessments shall be collectable from Members in such manner as the Board shall determine.

Section 5. INDIVIDUAL SPECIAL ASSESSMENTS. In addition to general and special assessments, the Association has the right to levy against each Lot a special assessment to collect reasonable costs incurred by the Association in remedying a Lot Owner's non-compliance with any provision of this Declaration.

Section 6. EFFECT OF NONPAYMENT OF ASSESSMENTS. The Association is hereby granted the right to impose liens upon each and every Lot and upon all appurtenances thereto and improvements thereon, which liens shall secure and do secure the monies for all Assessments now or hereafter levied against the Owner of such Lot. Such liens shall also secure interest and any charges and late fees due and owing on any delinquent Assessment, as may be determined by the Board. Such liens shall also secure all costs and expenses of collection, including reasonable attorneys' fees whether suit be brought or not, which may be incurred by the Association in enforcing and collecting the lien. The lien for Assessments shall be a charge on the land and a continuing lien upon the Lot against which each such Assessment is made. In addition, each Member shall be personally liable to the Association for the payment of all Assessments of whatever nature, including interest, late fees, costs and expenses of collection, including reasonable attorneys' fees whether suit be brought or not which may be levied by the Association while such party or parties is a Member.

An Assessment which is not paid when due shall bear interest from the date when due at the highest rate allowed by law per annum until paid, unless otherwise determined by the Board. If a Member is more than fifteen (15) days delinquent in the payment of any Assessment, the Board may, after (30) days prior

written notice to the Member, declare due and payable any and all Assessments applicable to such Lot for the year in which such delinquency occurs.

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

Section 7. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE. The lien for Assessments shall be subordinate and inferior to any recorded Institutional First Mortgage. The Association may, but shall not be obligated to, maintain a register of Institutional First Mortgagees. The written statement of the Board that a lien of the Association is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. ASSESSMENTS MADE TO FINANCE LITIGATION AGAINST THE DECLARER OR THE DEVELOPER. If the Association, on its behalf or on behalf of some or all of its Members, commences or seeks to commence litigation against the Declarer or the Developer based on matters related to the Property or River Bridge and in regard to such litigation attempts to levy an Assessment of any nature to finance such contemplated or actual litigation or an appeal therefrom, that portion of the Property which is owned by the Declarer or the Developer shall be exempt from such Assessment. Nothing contained in the foregoing shall relieve the Declarer or the Developer of its obligation to pay Assessments on the Property where required to do so, provided such Assessments are not used for the purpose of financing litigation or appeals therefrom against the Declarer or the Developer.

Section 9. EXEMPT PROPERTY. The Common Areas shall be exempt from Assessments.

Section 10. PAYMENTS BY DECLARER. In lieu of the payment of any general assessments, the Declarer, at its election, shall be responsible only for the payment of that portion of the actual Common Expenses for any calendar quarter in any given year which exceeds the amount paid by the Members other than the Declarer pursuant to the operating budget of the Association.

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 1. ARCHITECTURAL REVIEW BY THE DEVELOPER. The Developer shall have exclusive jurisdiction in aesthetic matters over all original construction on any portion of the Property. The Developer may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than local standards prescribed in applicable building, zoning or other local governmental codes.

Section 2. MODIFICATIONS COMMITTEE. The Modifications Committee (the "M.C.") of the Board of Governors shall have exclusive jurisdiction over modifications, additions or alterations made on or to existing residential Units or structures and the open space, if any, appurtenant thereto and any other improvements made upon the Property, subject to final review by the Board of

Governors. The M.C. may delegate this authority, subject to the M.C.'s review, to the appropriate board or committee of any association or condominium association subsequently created, for so long as the M.C. has determined that such board or committee has in force review and enforcement practices, procedure and appropriate standards at least equal to those of the M.C. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the M.C.

The M.C. shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following guidelines shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations shall be submitted to the M.C. for approval as to quality of workmanship, design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography and finish grade elevation. No permission or approval shall be required to repaint in accordance with the originally approved color scheme or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of a Residential Unit unless said remodeling or painting is determined by the M.C. to be in conspicuous view, mandating the necessity of M.C. approval. If the M.C. fails to approve or disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

## ARTICLE XII

### TRANSFER OF OWNERSHIP AND LEASING

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

#### Section 1. NOTICE

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

(b) Lease. Any Member intending to make a bona fide lease of a Residential Unit or any interest therein shall give the Association written notice of such intention, together with the name and address of the intended lessee, the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than three (3) months. Further, all leases shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The Association may require such other lease provisions as

it shall from time to time deem appropriate, including but not limited to requiring that a lessee of a Unit place a security deposit with the Association. Unless expressly provided to the contrary in a lease, a Member automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease, provided however, that such Member shall continue to be responsible for payment of all assessments, including any assessment which may be occasioned by such lessee.

(c) Gift, Devise or Inheritance, Other Transfers. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Association and Master Association written notice of the acquisition of title, together with such information concerning the Owner as the Association and the Master Association may reasonably require.

(d) Certificate of Notice. Within ten (10) days of receipt of such notice and information, the Association shall cause a Certificate of Notice to be executed by any officer of the Association. The Association shall have the right to charge the Member a fee not to exceed fifty (\$50.00) dollars for the processing of this information.

ARTICLE XIII

PROHIBITED ACTIVITIES

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

Section 2. COMMERCIAL ACTIVITIES. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto as are more particularly defined by the Master Association, except as may be authorized by the Developer in connection with the promotion and sale of Residential Units and property at River Bridge, or as may be permitted under the P.U.D. Agreement.

Section 3. MOTOR BOATS. All motor boats and other motor powered vehicles shall be expressly prohibited for use on the waterways at River Bridge, excepting those which are electrically powered.

Section 4. CLOTHES DRYING AREAS. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless totally camouflaged from public view.

Section 5. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE. Except for the Developer's and Declarer's acts and activities in the development of the Property, no sod, topsoil, mulch, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the

level of the land of the Property or any Lot thereon shall be made which results in any permanent change in the flow or drainage of surface water of or within River Bridge, without the prior written consent of the Board and the South Florida Water Management District.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 7. ANTENNAE AND AERIALS. Except as may be permitted by the Board, no antennae, aerials, satellite dishes or cable reception equipment shall be placed or erected upon the Property or affixed in any manner to the exterior of any building.

Section 8. LITTER. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board and proper-sized, closed plastic bags for curbside pickup as required, but no sooner than twelve (12) hours before the scheduled pickup. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

Section 9. SUBDIVISION AND PARTITION. The Lots shall not be subdivided further than as provided in this Declaration or in any plat of the Property.

Section 10. TEMPORARY BUILDINGS. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Property except in connection with construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.

Section 11. BOATS, MOTOR VEHICLES AND TRAILERS. No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, except in connection with construction, development or sales activities permitted under this Declaration, not including four-wheel passenger automobiles, shall be parked or stored on the Property except within a Residential Unit or designated parking areas, unless for temporary periods when lawful and permitted work is being conducted on the property (e.g., deliveries or repairs to a Residential Unit), but in no event overnight, and except for such four-wheel non-commercial vehicles that the Association shall specifically approve in writing prior to their being placed, parked or stored on the Property. No maintenance or repair work shall be performed on or upon any vehicles, except within a Residential Unit and totally isolated and obscured from public view. In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section and the right to tow away or cause to be towed away any boat, motor vehicle, trailer or other prohibited vehicle placed, parked or stored within the Property in violation of this Section. The amount of the fines and procedures for towing shall be established by the Board in its sole discretion.

The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member and shall become a lien upon his Lot or Residential Unit and shall become effective, enforced and collected in the manner provided in Article X.

Section 12. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit, except that the Declarer may place professional signs on the Property advertising the Property for sale, subject to the requirements of the Master Association Declaration. The size and design for all other signs shall be subject to approval by the Board.

Section 13. ANIMALS AND PETS. Only common household pets may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. Under no circumstances shall animals be permitted within the Common Area, unless in a section of the Common Area expressly designated for their use by the Board.

Section 14. BARBECUES. Residents and their guests shall be permitted to locate and use barbecues upon their respective Lots, provided they are located and used to the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time to time by the Board and any City, State or County requirements.

Section 15. AUTOMOBILE STORAGE AREAS. No automobile garage shall be enclosed or converted to another use.

Section 16. FENCING. Except as may be required by governmental entities for pool enclosures or other governmental requirements, no fence may be erected on any lot without the prior written approval of the Declarer, the Developer and the Board of Directors.

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

#### ARTICLE XIV

##### REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give the Declarer, the Association and any aggrieved Member jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. The prevailing party shall be entitled to recover expenses of litigation from the non-prevailing party, including



reasonable attorney's fees and costs incurred by the party or parties seeking such enforcement.

The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee, employee or agent of a Member causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member shall be deemed to have caused such damage. Any fine imposed in accordance with this Section shall be a personal obligation of the Member, shall constitute a charge against the Member's Lot and Residential Unit until paid and shall be collected as an individual special assessment in the manner provided for in Article X.

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

The Board shall have the authority to impose fines upon any Member or occupant who violates the terms of this Declaration, as same may be established. The imposition of fines shall only be made in accordance with the terms of Section 4 of this Article.

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

Section 3. PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF COVENANTS OF THIS DECLARATION. The Association shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for the violation of the terms and covenants of this Declaration, the By-laws or any Rules or Regulations which may be promulgated by the Association unless and until the following procedure is followed:

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

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

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

- (i) The nature of the alleged violation;
- (ii) The date of the demand letter with a copy enclosed;
- (iii) The time and place of the hearing, which time shall not be less than ten (10) days from the date of the notice;
- (iv) An invitation to attend the hearing and produce any statement, evidence and witnesses on its behalf; and
- (v) The proposed sanction to be imposed.

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

#### ARTICLE XV

##### DECLARER'S RIGHTS AND VETO POWER

Section 1. DECLARER'S RIGHTS. The Declarer hereby reserves to itself and the grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Declarer shall have the following rights, without

limitation or qualification or the necessity of consent or approval by the Members, so long as the Declarer is a Class B Member of the Association:

- (a) The right to dispense pesticides throughout the Property;
- (b) The right to establish easements for itself over any portion of the Property owned by the Declarer;
- (c) The right to maintain Lots and the Residential Units situated thereon if the Members fail to do so including, wherever there shall have been built on any Lot any structure or improvement which is in violation of this Declaration, the right to enter in and upon the Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member;
- (d) The right to maintain an easement for construction staging purposes across any Lot within the Property; and
- (e) The right to appoint a majority of the directors and to approve or disapprove the appointment of all officers of the Association. If the Declarer enters into any contracts or other agreements for the benefit of the Association, the Declarer may, at its option, assign its obligations under the agreements to the Association and the Association shall be required to accept such obligations.

Section 2. VETO POWER. The Declarer hereby expressly reserves to itself and any grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Declarer shall have the right to veto any or all of the following events so long as the Declarer is a Class B Member of the Association:

- (a) All Association budgets which constitute an increase or reduction of at least fifteen (15%) percent over the prior year's budget;
- (b) Any amendment of this Declaration or any exhibits hereto;
- (c) Any management contracts entered into by the Association;
- (d) Any relocation, removal or modification of the Common Areas or the Property;
- (e) Any assessment for capital improvements which is imposed by the Association on any portion of the Property owned by the Declarer;
- (f) Any settlement of any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Area;
- (g) Any cancellation or reduction of insurance coverage insuring all or any part of the Property;
- (h) Any dissolution of the Association by a vote of the Members of the Association; and

(i) Any dedication of any portion of the Common Area to the City, the County or any other governmental entity.

#### ARTICLE XVI

##### INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

#### ARTICLE XVII

##### GENERAL PROVISIONS

Section 1. AMENDMENT. Prior to the sale of the first Lot to a Member, the Declarer may amend this Declaration on its own initiative with the consent of the Developer. Thereafter, the Declaration may be amended at any time upon the execution and recordation of an instrument approved by Members holding not less than three-fourths (3/4) of the voting interests of the membership, provided that so long as either the Developer or the Declarer owns any property affected by this Declaration or amendment hereto, no amendment will be effective without the Declarer's and the Developer's written consent.

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

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

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

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

Section 5. CONTEXT. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form and the singular form of any nouns and pronouns may be deemed to mean the corresponding plural form, and vice versa.

Section 6. ADDITIONAL USE RESTRICTIONS. Additional use restrictions may be filed and imposed by the Declarer or the Developer in connection with the recordation of any plat affecting all or any part of the Property.

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

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

Section 9. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### ARTICLE XVIII

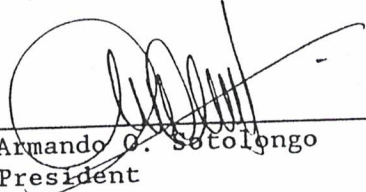
##### TERM

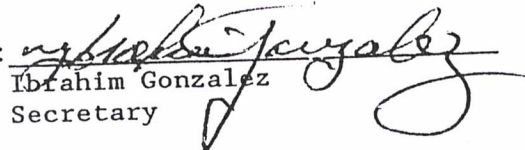
All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each,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

IN WITNESS WHEREOF, the Declarer has caused this instrument to be executed in its name by its undersigned duly authorized officers.

DECLARER:

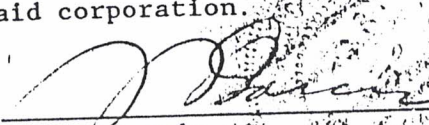
THE SANCTUARY AT  
RIVER BRIDGE, INC.  
15330 S.W. 55th Terrace  
Miami, Florida 33185

By:   
Armando O. Sotolongo  
President

Attest:   
Ibrahim Gonzalez  
Secretary

STATE OF FLORIDA                    )  
COUNTY OF DADE                    )

BEFORE ME this 14<sup>th</sup> day of December 1992, personally appeared Armando O. Sotolongo and Ibrahim Gonzalez, who identified themselves as President and Secretary, respectively, of The Sanctuary at River Bridge, Inc. and acknowledged that they executed this document on behalf of said corporation.

  
Maria Garcia  
NOTARY PUBLIC, STATE OF FLORIDA  
OFFICIAL NOTARY SEAL  
M. GARCIA  
COMMISSION NUMBER  
CC166076  
MY COMMISSION EXP.  
DEC. 13, 1995

JOINDER BY RIVER BRIDGE CORPORATION

River Bridge Corporation, a Delaware corporation qualified to do business in the State of Florida, consents and joins in this Declaration of Covenants, Conditions and Restrictions for The Sanctuary at River Bridge Homeowners' Association, Inc.

RIVER BRIDGE CORPORATION  
3300 P.G.A. Boulevard  
Suite 900  
Palm Beach Gardens, FL 33410-6542

Attest: Laura L. Brewer  
Laura L. Brewer  
Assistant Secretary

By: Richard L. Croteau  
Richard L. Croteau  
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME this 11th day of December, 1992, personally appeared Richard L. Croteau and Laura L. Brewer, who identified themselves as Vice President and Assistant Secretary, respectively, of River Bridge Corporation, acknowledged that they executed this document on behalf of said corporation.

Myrna Jean Woods  
Print Name:  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Expires:



MYRNA JEAN WOODS  
MY COMMISSION # CC 193006 EXPIRES  
May 15, 1996  
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER BY OLIVE TREE CORPORATION

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

OLIVE TREE CORPORATION  
3300 P.G.A. Boulevard  
Suite 900  
Palm Beach Gardens, FL 33410-6542

Attest: Laura L. Brewer  
Laura L. Brewer  
Assistant Secretary

By: Richard L. Croteau  
Richard L. Croteau  
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME this 11<sup>th</sup> day of December, 1992, personally appeared Richard L. Croteau and Laura L. Brewer, who identified themselves as Vice President and Assistant Secretary, respectively, of Olive Tree Corporation, acknowledged that they executed this document on behalf of said corporation.

Myrna Jean Woods  
Print Name  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Expires:



MYRNA JEAN WOODS  
MY COMMISSION # CC 193006 EXPIRES  
May 15, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.



JOINDER BY RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

River Bridge Property Owners' Association, Inc., a Florida corporation not for profit, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for The Sanctuary at River Bridge Homeowners' Association, Inc.

RIVER BRIDGE PROPERTY OWNERS'  
ASSOCIATION, INC.  
100 River Bridge Boulevard  
West Palm Beach, FL 33413

Attest: Laura L. Brewer  
Laura L. Brewer  
Secretary

By: Richard L. Croteau  
Richard L. Croteau  
President

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME this 16<sup>th</sup> day of December, 1992, personally appeared Richard L. Croteau and Laura L. Brewer, who identified themselves as President and Secretary, respectively, of River Bridge Property Owners' Association, Inc., and acknowledged that they executed this document on behalf of said corporation.

Myrna Jean Woods  
Print Name:  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Expires:



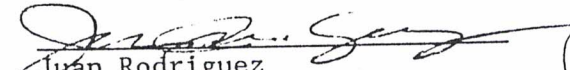
MYRNA JEAN WOODS  
MY COMMISSION # CC 193006 EXPIRES  
May 15, 1996  
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER BY THE SANCTUARY AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.

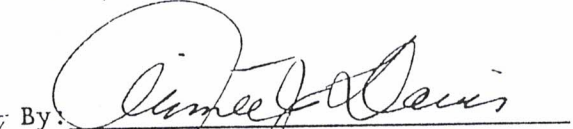
The Sanctuary at River Bridge Homeowners' Association, Inc., a Florida corporation, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for The Sanctuary at River Bridge Homeowners' Association, Inc.

THE SANCTUARY AT RIVER BRIDGE  
HOMEOWNERS' ASSOCIATION, INC.  
15330 S.W. 55th Terrace  
Miami, Florida 333185

Attest:

  
Juan Rodriguez  
Secretary

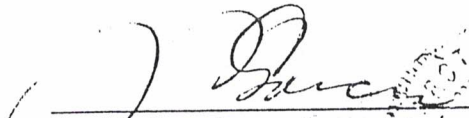
By:

  
Aimee J. Davis  
President

[CORPORATE SEAL]

STATE OF FLORIDA       )  
COUNTY OF DADE       )

BEFORE ME this 16th day of December, 1992, personally appeared Aimee J. Davis and Juan Rodriguez, as President and Secretary, respectively, of The Sanctuary at River Bridge Homeowners' Association, Inc., and acknowledged that they executed this document on behalf of said corporation.

  
\_\_\_\_\_  
Maria Garcia  
NOTARY PUBLIC, STATE OF FLORIDA

Commission Expires:

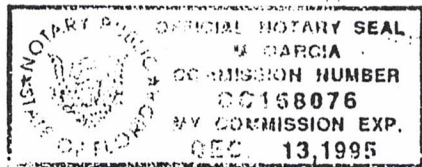


EXHIBIT "A"

Lots 1 through 15, inclusive, River Bridge P.U.D. Plat 2E, as recorded in Plat Book 69, Pages 155 through 156, Public Records of Palm Beach County,

1  
1

BY-LAWS  
OF  
THE SANCTUARY AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.

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THE SANCTUARY AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.

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BY-LAWSOFTHE SANCTUARY AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.ARTICLE IPRINCIPAL OFFICE AND DEFINITIONS

Section 1. PRINCIPAL OFFICE. The initial principal office of the Association shall be located at 15330 S.W. 55th Terrace, Miami, Florida 33185. The Association may have such other office or offices as the Board of Directors may determine.

Section 2. DEFINITIONS. Terms used in these By-laws and not otherwise defined shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for The Sanctuary at River Bridge Homeowners' Association, Inc. (said Declaration, as amended, renewed or extended from time to time is hereinafter sometimes referred to as the "Declaration").

ARTICLE IIMEMBERSHIP, MEETINGS, QUORUM, VOTING AND PROXIES

Section 1. MEMBERSHIP. The Association shall have two (2) classes of voting membership, as more particularly set forth in Article V of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. ANNUAL MEETINGS. Annual meetings of the Members shall be held on the date and at such hour as may be determined by the Board of Directors.

Section 4. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the votes of the Class A membership. The notice of any special meeting shall state the date, 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.

Section 5. NOTICE OF MEMBERSHIP MEETINGS. It shall be the duty of the Secretary to send by regular mail or otherwise cause to be personally delivered to every Member entitled to vote a notice of each annual or special meeting of the Members stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than the official address registered by the Member with the Association, said Member shall have so designated by notice in writing to the Secretary such other address. The mailing or other delivery of notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting, unless otherwise provided in these By-laws.

Section 6. WAIVER OF NOTICE. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. Notice of the time and place for the recalled meeting shall be posted in a conspicuous place in the Common Area of the Association. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if, for any reason, a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 5 of this Article.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the number of Members required to constitute a quorum. In the event that a meeting is recessed for any reason, no additional notice shall be required.

Section 8. VOTING. The voting rights of the Members shall be as set forth in Article V of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. A proxy may be given to any Member or Director of the Association or to any Governor of the Master Association. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall be valid for longer than ninety (90) days after the date it was given. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her Lot within the Property or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the death or judicially declared incompetence of that Member. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. The Board of Directors may authorize the issuance of absentee ballots in its sole discretion which may be consolidated with the proxy into a single document.



Section 10. MAJORITY. As used in these By-Laws, the term "majority" shall mean those votes, Members or other group, as the context may indicate, totaling more than fifty (50%) percent of the total number.

Section 11. QUORUM. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of a majority of the votes outstanding shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement for the same purposes as originally stated, and the required quorum at the subsequent meeting shall be one-third (1/3) of the total votes outstanding.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. In the event that the President is unavailable, the President shall appoint another Officer or Director to act in his place and stead.

Section 13. ACTION WITHOUT A MEETING. Any action which may be taken by the vote of Members at an annual or special meeting, except the election of Board members, may be taken without a meeting as and to the extent permitted by Florida law.

### ARTICLE III

#### BOARD OF DIRECTORS

##### A. COMPOSITION AND SELECTION

Section 1. GOVERNING BODY; COMPOSITION. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members of the Association.

Section 2. DIRECTORS DURING DECLARER CONTROL. A majority of the Directors on the Board shall be appointed by the Declarer, acting in its sole discretion, and shall serve at the pleasure of the Declarer until Class A Members have more than seventy-five (75%) percent of the total number of votes of the voting membership. The Declarer may earlier surrender this right to appoint Directors or may, in its discretion, appoint less than a majority of Directors. The Declarer shall notify the Secretary of the Association of the Directors which it is appointing to the Board thirty (30) days prior to the annual meeting. The Directors appointed by the Declarer need not be Members of the Association. For so long as the Developer holds any property for sale at River Bridge, at least one member of the Board of Directors may be appointed by the Board of Governors, which Director need not be a Member of the Association. All Directors who are not appointed by either the Declarer or the Board of Governors shall be Members of the Association.

Section 3. NUMBER OF DIRECTORS. The number of Directors on the Board shall be not less than three (3) nor more than seven (7), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of three (3) members, two (2) of whom shall be appointed by the Declarer and one (1) of whom shall be appointed by the Board of Governors.

Section 4. ELECTION OF DIRECTORS.

(a) When the number of Class A Members is greater than ten (10), they shall be entitled to elect one (1) Member of the Board of Directors at the next annual meeting.

(b) When Declarer files a Certificate of Termination in accordance with the Declaration or the Class B Membership ceases to exist, whichever first occurs, the President shall call a special reorganization meeting of the Members to determine how seats shall thereafter be held on the Board by Class A Members.

Section 5. TERM OF OFFICE. Except for the initial Directors designated in the Articles of Incorporation and any other Directors appointed by the Declarer and the Board of Governors, a Director shall be elected to serve until the next annual meeting or until his successor has been elected or qualified.

Section 6. REMOVAL OF DIRECTORS. At any regular or special meeting of the Association, any one or more of the members of the Board of Directors, other than those appointed by the Declarer or the Board of Governors may be removed, with cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present. In the event of death, resignation or removal of a Director, his successor shall be elected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 7. VOTING PROCEDURE FOR DIRECTORS. The first election of the Board shall be conducted at the first annual meeting of the Association, at which time the Declarer and the Board of Governors shall announce the Directors which they shall each appoint to the Board. At such election, and at all elections thereafter, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Members receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

B. MEETINGS

Section 8. ANNUAL MEETINGS. Each year, the first meeting of the Members of the Board of Directors shall be held within ten (10) days after each annual meeting of the Members of the Association, at such time and place as shall be fixed by the Board.

Section 9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each calendar year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area and shall be communicated to Directors in the manner set forth in Article II, Section 5 of these By-Laws, but not less than forty-eight (48) hours prior to the meeting, provided, however, that notice of a meeting need not be

given to any Director who may sign a waiver of notice or a written consent to holding of the meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association, or by a majority of the Members of the Board of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by either (a) personal delivery; (b) written notice by first class mail; (c) telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seventy-two (72) hours before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, at least forty-eight (48) hours before the time set for the meeting, unless an emergency situation requires waiver of this requirement as may be determined by the Board. Notices shall be posted at a prominent place within the Common Area not less than forty-eight (48) hours prior to the scheduled time of the meeting.

Section 11. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. COMPENSATION. No Director shall receive any compensation from the Association for acting in such capacity or capacities unless approved by a majority vote of the Board of Directors at a regular or special meeting.

Section 14. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book for the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, any Officer or Director designated by the President shall act in his place and stead. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of

which all persons participating in the meeting can hear each other at the same time.

Section 15. OPEN MEETINGS. All meeting of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly authorized by the President or other Officer or Director presiding over the meeting.

Section 16. EXECUTIVE SESSION. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and other business of a similar confidential nature.

Section 17. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of all the Board Members have been obtained, except for items discussed in executive session.

### C. POWERS AND DUTIES

Section 18. POWERS. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these By-Laws or by any Resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;
- (b) making general, special and individual special assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments and establishing the period of the installment payments of such Assessments, all as more particularly set forth in the Declaration. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in quarterly installments;
- (c) collecting the Assessments, depositing the proceeds thereof in a financial institution which it shall approve and using the proceeds to administer the Association;
- (d) opening of bank accounts on behalf of the Association and designating the signatories required;
- (e) providing for the operation, care, upkeep and maintenance of all of the Common Area;

(f) designating, hiring, and dismissing the personnel for the Association necessary for its maintenance, operation, repair and replacement of the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(g) making and amending Rules and Regulations;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws and any Rules and Regulations adopted by it and bringing any proceedings which may be instituted by the Association on behalf of or against the Members;

(j) obtaining and carrying insurance against casualties and liabilities, as may be available, as provided in the Declaration, and paying the premium cost thereof; and

(k) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members and their mortgagees, their duly authorized agents, accountants or attorneys, during reasonable business hours on working days as may be determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting practices.

#### Section 19. MANAGEMENT AGENT.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the owners granted to the Board of Directors by these By-Laws. The Declarer, the Developer or an affiliate of either the Declarer or the Developer may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without a termination fee upon thirty (30) days' or less written notice.

(c) No remuneration shall be accepted by the management agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise. Anything of value received shall benefit the Association.

(d) Any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

Section 20. ACCOUNTS AND REPORTS. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained and disbursements by check shall require such signatures as may be determined by the Board;

(b) cash accounts of the Association shall not be commingled with any other accounts;

(c) annual financial reports shall be prepared for the Board of the Association containing a balance sheet as of the last day of the Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year;

Section 21. BORROWING. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association.

Section 22. RIGHTS OF THE ASSOCIATION. With respect to the maintenance of the Common Area or other Association responsibilities and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives, the Master Association or other Associations or Condominium Associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 23. HEARING PROCEDURE. The Board shall not impose a fine (a late charge does not constitute a fine) or suspend voting rights of a Member or occupant for violations of these By-Laws unless and until the procedure set forth in Article XIV of the Declaration is followed.

Section 24. DECLARER'S RIGHTS AND VETO POWER. The Declarer shall have the rights and veto power as set forth in Article XV of the Declaration.

#### ARTICLE IV

##### OFFICERS

Section 1. OFFICERS. The Officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other Officers as it shall deem desirable, such Officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the Members of the Board of Directors.

Section 2. ELECTION, TERM OF OFFICE, AND VACANCIES. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members. A

vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. REMOVAL. Any Officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. POWERS AND DUTIES. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

Section 5. RESIGNATION. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. AGREEMENTS, CONTRACTS, DEEDS AND LEASES. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. COMPENSATION. No Officer shall receive any compensation from the Association for acting in such capacity unless approved by a majority vote of the Board of Directors at a regular or special meeting.

#### ARTICLE V

#### COMMITTEES

Committees shall perform such tasks and serve for such periods as may be designated by a resolution adopted by a majority of the Directors. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

#### ARTICLE VI

#### MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall be the calendar year or as may otherwise be determined by the Board.

Section 2. PARLIAMENTARY RULES. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 3. CONFLICTS. If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

Section 4. BOOKS AND RECORDS.

(a) Inspection by Members. The membership register, books of account and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Member of the Association or by its duly appointed representative, by the Declarer, or by the Developer at any reasonable time and for a purpose reasonably related to their interests at the office of the Association or at such other place within River Bridge as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by any authorized person desiring to make the inspection; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested by any authorized person.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. NOTICES. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the legal address of such Member; or

(b) if to the Association, the Board of Directors or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. AMENDMENT. Prior to the sale of the first Unit the Declarer may, with the consent of the Developer, amend these By-Laws. These By-Laws may be otherwise amended, altered or rescinded by the Board of Directors at any regular or special meeting, provided however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation or the Master Association Declaration. Until such time as the Declarer relinquishes control of the Association and the Developer relinquishes control of the Master Association, no amendments to these By-Laws shall be effective unless the Declarer and the Developer shall have joined in and consented thereto in writing.

Section 7. VALIDITY. If any provision of these By-Laws or part thereof shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any other provision and the remaining



Return to: (enclose self-addressed stamped envelope)

Name

Address:

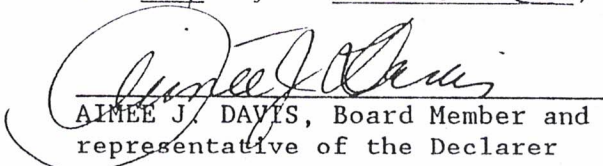
Property Appraisers Parcel Identification (Folio) Number(s):

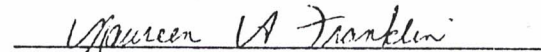
ORB 7570 Pg 1402

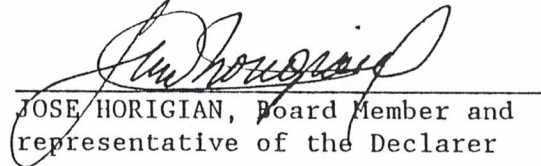
RECORD VERIFIED DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing are hereby adopted as By-Laws of The Sanctuary at River Bridge Homeowners' Association, Inc. on the 16th day of December, 1992.

  
AIMEE J. DAVIS, Board Member and  
representative of the Declarer

  
MAUREEN A. FRANKLIN, Board Member  
and representative of the Developer

  
JOSE HORIGIAN, Board Member and  
representative of the Declarer

## EXHIBIT "1"

### RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

#### AMENDMENT TO THE SECOND AMENDED AND RESTATED BY-LAWS OF RIVER BRIDGE PROPERTY OWNERS ASSOCIATION, INC.

Section 22 of Article III.C. of the Second Amended and Restated Bylaws is amended to add the following:

Section 22. a. Liaison between the South Florida Water Management District and all of the Community of River Bridge shall be the responsibility of the Board of Directors of River Bridge POA. The Board at its discretion may assign an individual or a committee to act in this capacity on its behalf.

The surface water management system including the littoral and buffer zones as defined below, shall be the sole responsibility of the Master Association.

Buffer Zone: Defined by Architectural Drawing Petsche & Associates Job Number 89-037\* Sheet 1 of 1. An upland area of trees planted for purpose of separating one area from another none of which encroaches on any Sub-Association property.

Littoral Zone: Defined by Architectural Drawing Petsche & Associates Job Number 89-037\* Sheet 1 of 1, Section "A - A" and Section "B - B". Areas which run along the shore line consisting of both planted and unplanted areas defined by the above noted sections which plantings are on the common property of the Master Association and do not encroach on any Sub-Association property.

The maintenance of the side slopes (lake banks) and shoreline drop-off of each lake in River Bridge, in order to comply with the South Florida Water Management District requirements, shall be the responsibility of the land owner. If a lake is located within a Sub-Association and the land which makes up the side slopes (lake banks) and shoreline drop-off is not located within the boundary of an individual owner's lot, then the maintenance responsibility of the side slopes (lake banks) and shoreline drop-off shall be that of the Sub-Association. If the land that makes up the side slopes (lake banks) and shoreline drop-off is located within the boundary of an individual owner's lot, then the maintenance responsibility of the side slopes (lake banks) and shoreline drop-off shall be that of the lot owner. The Master Association shall only be responsible to maintain the side slopes (lake banks) and shoreline drop-off for the land that is located within the common property of the Master Association.

\*Drawing 89-037 is available in Property Managers Office

September 20, 2008

### **FIREWORKS RULES & REGULATIONS**

**RESOLVED:** The use (ignition) of "Fireworks" within the community of River Bridge and within all Sub-Associations, either on the common property of the POA, common property of the individual Sub-Associations or on the property of a Homeowner, is strictly prohibited. "Fireworks" shall include, but not be limited to, explosive devices and bottle rockets. The use of hand held sparklers will be permitted, if used in a responsible manner. In the case of use of such sparklers by children under the age of fourteen (14), a responsible adult must be present and supervising such use. In the event this rule is violated by a Homeowner(s), Guest(s) of a Homeowner or Lessee(s) of the Homeowner's property, the Homeowner shall be subject to fine or other disciplinary measures, as prescribed by the Master Association's Declaration of Protective Covenants & the POA Board of Governors.

## POA ARB DOCUMENT CHANGES

The POA ARB Committee, at the request of the Legal Committee, was asked to review and revise, as necessary, the POA ARB Rules & Regulations last updated in May 2006.

The ARB Committee perused the stated Rules & Regulations, and it was determined that as a result of conflicting issues at two islands, it was decided to revise the documents by adding three (3) changes to the current documents. These changes were submitted to the Executive Board for their review and/or comments.

The changes in the language were then passed on to the Legal Committee for further study and comments. After further consideration, the Legal Committee submitted the new changes to the POA Attorney for review. The Final Draft was submitted to the Executive Board for approval, and for approval by the Board of Governors so that they could be added to the ARB Rules and Regulations Manual.

In accordance with State Statutes, this notice is being provided 14 days in advance of the POA Board Meeting, at which time, it will be voted on by the Board of Governors.



Bert Molow  
ARB Committee Chairperson

ARCHITECTURAL REVIEW BOARD (ARB)**PREFACE**

The River Bridge Declaration of Covenants, Article XI Architectural Standards, provides the POA's ARB the vested authority to approve or reject architectural modifications submitted by River Bridge residents. In performing its duties, it shall be the mission of the ARB to provide a timely and reasonable response to the Unit Owner's request while fulfilling its duties and obligations to protect, enhance and preserve the architectural beauty of both the Sub-Association Communities and the Community of River Bridge.

**RULES, STANDARDS, & RESTRICTIONS GOVERNING MODIFICATIONS****Modifications requiring River Bridge POA-ARB approval**

All exterior modifications will be reviewed at the Sub-Association ARB level. If approved by the Sub-Association ARB, the modification application will then be forwarded to the POA/ARB for review and its subsequent decision of approval or disapproval. Should permits from the City of Greenacres be required, the Homeowner/Contractor shall be responsible for obtaining such permits as may be necessary.

The work on all exterior modifications approved by the POA/ARB will commence within 120 days of the date of approval, unless applicant notifies the Sub-Association ARB of a pending delay in which case a new time limit will be established. Failure to initiate work in such time period will cause the approval to become null and void and a new modification application will be required. If for any reason, the Sub-Association does not approve a modification application, that request will not be reviewed by the POA/ARB and the modification will be considered not approved. Upon Members request the Sub-Association may choose again to review the modification request. In the event of hurricane damage or other catastrophic related damage occurs to a Member's property and wherein supplies or materials needed for repair or reconstruction are not immediately available, and or the contractor is unable to commence work, proof of such unavailability of supplies and materials and inability of contractor to commence work must be provided in writing by the Member prior to the initial 120 day period. The applicant must commence work within a period of time which does not exceed 365 days from the date of ARB approval of the modification request. Construction must be completed within 90 days of its commencement to prevent ongoing unsightly conditions within the community. If an extension is needed by the applicant, a request for same must be made to the POA/ARB in writing prior to the expiration of the 90 day period. If such work is not completed within the agreed upon time extension, the POA will be free to complete the project at the applicant's expense according to the procedures in Article XIV, Section 1. Remedies For Violations of the Master Association Declaration of Protective Covenants.

**I. The following exterior modifications are prohibited within River Bridge:**

- A. No above ground pools.
- B. No fences except those required around pools by the City of Greenacres
- C. No artificial grass, plants, or vegetation.
- D. Within a sub-association, living fences (hedges) may not be placed between adjacent properties. (See Item C2 of these rules.)
- E. No sheds or shacks of any kind are permitted on any residential lot. Existing sheds or shacks installed on any residential lot prior to the approval date of these amended ARB Rules are grandfathered in, however on no case shall they be replaced or rebuilt.

**NOTE** – Existing modifications to exterior property that were made without the Member having followed these Rules and Regulations and have been completed for a period greater than One (1) year will be considered grandfathered and no action may be taken by the POA against such Member for the specific violation.

**2. POA/ARB approval is required, but not limited to the following modification requests:**

**A. Decks, Patios, Driveways and Walkways**

All structural modifications to decks, patios, driveways, walkways and building exteriors must be submitted for approval to the POA/ARB. Except as permitted by Article XI, Section 1. Of the Master Association Declaration (POA) of Protective Covenants the following procedure applies for all color selection for exterior painting.

Upon submittal of a modification request, the Sub-Association ARB shall determine if the new selected color meets with their approval. The approved modification with a color swatch of the selected color shall be submitted to the POA/ARB for final review and approval. Only upon receipt of this final POA/ARB approval can the project commence. This procedure applies to single and multi connected units.

**B. Screened / Acrylic / Glass enclosures for patios, entrances, lanai, pools, etc.**

The frame color of the enclosure must be white or conform to the color of the home's window frames.

**C. Fences**

1. Fences required by City of Greenacres around in-ground pools are permitted. The height placement and construction of the fence must conform to City of Greenacres' code. The color of the fence must be white or conform to the color of the home's window frames. The fence material must be aluminum or PVC. Fences shall be of an open design or style with the open design being sufficiently large enough to withstand category one (1) hurricane force winds. The fence must also meet child safety criteria.
2. In the event a Homeowner (Member) with a Pool wishes to extend an existing patio beyond the original footprint with the addition of either a fence or screened enclosure, the Sub-Association ARB shall be required to submit an approved modification request to the POA/ARB for its ruling on the request. Should approval be granted the Homeowner (Member) must receive a permit from the City of Greenacres prior to proceeding with the modification. In no event shall the fence or screen enclosure be permitted to be installed beyond the footprint of the patio.
3. Living fences are permitted only under the following conditions: if they are used to separate two sub-associations or if they are used to provide backyard privacy from the common area of the POA or backyard privacy from a HOA common area roadway. POA/ARB approval is required prior to planting such living fence in order to insure it does not infringe on an existing easement or not meet other City Codes.

**D. Awnings**

Only retractable awnings covering patios on residential units are permitted.

**E. Solar Heating Panels**

Solar heating panels are permitted with POA/ARB approval and the installation conforms to the City of Greenacres building code.

**F. Flags**

1. Vertical flag poles are limited to one per residential lot with a maximum height of 15 feet.
2. Flags are limited in size to a maximum as approved by Florida State Statutes.
3. Cantilevered poles require the use of a mounting adapter which may be permanently installed on a building, tree or fixed object. Both fixed and removable poles require base mounting designed to withstand 120 MPH wind velocities.

**G. Juvenile Play Equipment**

1. Appropriate non-corrosive or "approved" pressure treated wood for juvenile play equipment is permitted in the rear yard area of an owner's property in conformance with the City of Greenacres' property line setbacks. Portable units may be placed in the front of the house during the day but must be brought in-doors at night.
2. The homeowner is responsible for maintaining the condition and appearance of this equipment.
3. Permanent rear yard equipment must be anchored in a manner approved by the City of Greenacres in order to withstand hurricane force winds of 120 miles per hour.

**H. Removal of Sod and Shrubbery: Alteration of Drainage, etc.**

Except for builder's acts and activities in the development of the Property, no sod, topsoil, muck, trees or shrubbery shall be removed from any Sub-Association' common property or any lot thereon. No Homeowner (Member) or Sub-Association is permitted to change the condition of the soil or the level of the land of the property, which may result in any permanent change in the flow or drainage of surface water of such land or of the flow or drainage of surface water within River Bridge, without prior written consent of the POA /ARB.

**I. Vegetation or Tree Removal**

1. Living hardwood trees or palm trees shall not be removed without the prior approval of both the City of Greenacres and the POA /ARB. Dying, dead or fallen trees may be removed without approval.
2. Developing new planting beds should follow the landscape guidelines established by the City of Greenacres and requires the approval of the Sub-Association's ARB.

**J. Shutters**

1. Shutter installation must meet POA /ARB guidelines and the requirements of the City of Greenacres' building code.
2. Bahama type shutters are not permitted.
3. Only aluminum, vinyl or screen type shutters are to remain on a residence in excess of two weeks, they must be either painted the color of the house, be white or be clear in color. All other shutters should be removed within 72 hours after the South Florida Weather Service has indicated that the storm has passed and there is no threat of another immediate storm.
4. Shutters may be put up 36 hours prior to an impending storm.
5. If a resident is occupying the unit, all shutters must be removed after the South Florida Weather Service has indicated that the storm has passed and there is no threat of another immediate storm. In no event shall shutters remain up in an occupied unit more than 72 hours after the storm has passed.

**K. In Ground Propane Gas Tanks**

1. In-ground propane gas tanks designed to be used to provide emergency power during FPL blackouts are permitted providing that they meet the City of Greenacres' code and are approved by the Sub-Association ARB and the POA/ARB.

**L. Irrigation from the Lakes**

1. Residents are permitted to irrigate their lawns by pumping water from the lakes or by sinking a well. Applicants must complete the modification form indicating that the system includes the ability to switch to city water in times of drought (as declared by Florida agencies) or when ordered by the POA Board of Directors. A permit from the City of Greenacres is required prior to the installation of pumping equipment.

**M. Shoreline Erosion**

Only Geo-tube type products are approved for use in preventing shoreline erosion and installations must conform to SFWMD's requirement of a 4:1 slope and a drop-off not to exceed 9 inches. Sub-Associations and Homeowners (Members) planning to install Geo-Tube product must submit a modification request and obtain the approval of the POA/ARB.

**3. Modifications Requiring only approval by the Sub-Association ARB**

- A. Landscape around the house.
- B. Installation of roof gutters and drains
- C. Change or addition of light fixtures on the exterior of the house or garage
- D. Installation of exterior motion detectors
- E. Installation of mailboxes

**4. Modifications Not Requiring any ARB Approval**

**Satellite Dishes**

1. Satellite dish not exceeding 1 meter in diameter.
2. It is recommended that satellite dishes not be mounted on the roof unless that is the only location in which a signal can be received.

**5. Requests for Modifications not Covered by Existing Rules**

IN THE EVENT A HOMEOWNER FILES FOR A MODIFICATION THAT IS NOT COVERED IN THE POA/ARB RULES AND REGULATIONS PROCEDURE MANUAL OR IN THE CURRENTLY ESTABLISHED RULES AND REGULATIONS, THE POA/ARB RESERVES THE RIGHT TO REVIEW THE MODIFICATION APPLICATION (EVEN THOUGH IT WAS APPROVED BY THE APPLICANT'S SUB-ASSOCIATION ARB COMMITTEE), AND IF NECESSARY SUBMIT THE APPLICATION TO THE POA LEGAL COMMITTEE FOR FURTHER REVIEW. PRIOR TO RULING ON THE MODIFICATION A DETERMINATION WILL BE MADE IF THE APPLICANT'S MODIFICATION WILL AFFECT ARCHITECTURAL STANDARDS OF THE SUB-ASSOCIATION OR THE MASTER ASSOCIATION, CONFORM TO THE EXISTING POA DOCUMENTS, OR IN ANY WAY DOES NOT COMPLY WITH CITY, COUNTY OR STATE CODES. SHOULD THE APPLICANT DISAGREE WITH THE DECISION OF THE POA/ARB REGARDING THE MODIFICATION, THE APPLICANT MAY REQUEST A HEARING AND MAY PRESENT ADDITIONAL EVIDENCE TO SUPPORT APPROVAL OF SUCH MODIFICATION REQUEST.

**6. Response to Violations of the Rules herein**

Violations of these approved POA Board of Directors rules will be handled according to the procedures under Article XIV, Section 1. Remedies for Violations of the Master Association Declaration of Protective Covenants.



## BYLAW SIDE SLOPE (LAKE BANK) & SHORELINE MAINTENANCE

Section 22. a. Liaison between the South Florida Water Management District and all of the Community of River Bridge shall be the responsibility of the Board of Directors of River Bridge POA. The Board at its discretion may assign an individual or a committee to act in this capacity on its behalf.

The surface water management system including the littoral and buffer zones as defined below, shall be the sole responsibility of the Master Association.

Buffer Zone: Defined by Architectural Drawing Petsche & Associates Job Number 89-037\* Sheet 1 of 1. An upland area of trees planted for purpose of separating one area from another none of which encroaches on any Sub-Association property.

Littoral Zone: Defined by Architectural Drawing Petsche & Associates Job Number 89-037\* Sheet 1 of 1, Section "A – A" and Section "B – B". Areas which run along the shore line consisting of both planted and unplanted areas defined by the above noted sections which plantings are on the common property of the Master Association and do not encroach on any Sub-Association property.

The maintenance of the side slopes (lake banks) and shoreline drop-off of each lake in River Bridge, in order to comply with the South Florida Water Management District requirements, shall be the responsibility of the land owner. If a lake is located within a Sub-Association and the land which makes up the side slopes (lake banks) and shoreline drop-off is not located within the boundary of an individual owner's lot, then the maintenance responsibility of the side slopes (lake banks) and shoreline drop-off shall be that of the Sub-Association. If the land that makes up the side slopes (lake banks) and shoreline drop-off is located within the boundary of an individual owner's lot, then the maintenance responsibility of the side slopes (lake Banks) and shoreline drop-off shall be that of the lot owner. The Master Association shall only be responsible to maintain the side slopes (lake banks) and shoreline drop-off for the land that is located within the common property of the Master Association.

\*Drawing 89-037 is available in Property Managers Office

**R.V., CAMPER AND BOAT TRAILER PARKING AT THE SOUTH POOL RULES AND REGULATIONS**

**RESOLVED: ANY RESIDENT OR GUEST REQUESTING PERMISSON TO PARK A R.V., CAMPER OR BOAT TRAILER AT THE SOUTH POOL MAY BE GRANTED SUCH PERMISSION FOR A TERM OF NO LONGER THAN ONE (1) WEEK IN ANY GIVEN MONTH. THERE CAN ONLY BE ONE (1) OF THESE VEHICLES PARKED AT THE SOUTH POOL AT A TIME SO THAT OUR RESIDENTS ARE NOT DENIED PARKING, AND NO VEHICLE CAN BE PARKED ACROSS THE HANDICAPPED PARKING SPACES. THESE VEHICLES CANNOT BE OCCUPIED FOR ANY REASON OTHER THAN TO OBTAIN SOMETHING FROM THE VEHICLE OR TO DRIVE IT. MAINTENANCE OR REPAIR OF THESE VEHICLES WHILE PARKED IN RIVER BRIDGE IS PROHIBITED. VIOLATION OF THESE RULES WILL RESULT IN THE PARKING PERMIT BEING REVOKED IMMEDIATELY. IF THESE RULES ARE VIOLATED BY A HOMEOWNER(S), GUEST(S) OR A GUEST(S) OF A LESSEE(S) THE HOMEOWNER SHALL BE SUBJECT TO FINE OR OTHER DISCIPLINARY MEASURES AS PRESCRIBED BY THE MASTER ASSOCIATION'S DECLARATION OF PROTECTIVE COVENENTS & THE POA BOARD GOVERNORS.**

**FEBRUARY 28, 2009**