

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER LANDING**

The purpose of this Amended and Restated Declaration of Covenants and Restrictions is to continue the purposes of the Declaration of Covenants and Restrictions for River Landing, recorded in Official Records Book 667, Page 981, et. seq., and amended at OR Book 687, Page 215, et. seq., OR Book 783, Page 1002, et. seq., OR Book 793, Page 219, et. seq., OR Book 1412, Page 1292, et. seq., OR Book 1433, Page 48, et. seq., and OR Book 1505, Page 956, et. seq. in the official records of Martin County, Florida. All provisions of this Amended and Restated Declaration of Covenants and Restrictions and all exhibits hereto shall be construed to be covenants running with the land.

WITNESSETH:

WHEREAS, that certain real property commonly known as RIVER LANDING, is legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, a general plan and uniform scheme of development and improvement of the Property has been established; and

WHEREAS, in order to provide for the preservation and enhancement of property values, amenities and opportunities within the Property; in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein; and in order to maintain the land and improvements therein, the Property has been subjected to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions for River Landing.

**ARTICLE 1
DEFINITIONS**

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

- 1.1 "Architectural Review Board, or A.R.B" shall mean and refer to that permanent committee of the Association, created for the purpose of

establishing and enforcing criteria for the construction of Improvements within the Property.

- 1.2 **"Assessment"** shall mean and refer to those charges made by the Association from time to time, against each Parcel within the Property, for the purposes, and subject to the terms, set forth herein.
- 1.3 **"Association"** shall mean and refer to RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- 1.4 **"Association Property"** shall mean and refer to all real and personal property, other than the Common Property, owned by the Association for the sole benefit and private, common use and enjoyment of all Owners.
- 1.5 **"Common Expense"** shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.6 **"Common Property"** shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association as "Common Property" on any recorded subdivision plats of the Property.
- 1.7 **"County"** shall mean and refer to Martin County, Florida.
- 1.8 **"Declaration"** shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.
- 1.9 **"Developer"** shall mean and refer to RIVERS LANDING, a Florida general partnership, its successors and assigns.
- 1.10 **"Improvements"** shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, mailbox, newspaper box, shutters, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, basketball backboard, platform, dog house, playhouse, dock, bulkhead, moorings, piling, boathouse, boat shelter, swimming pool, tennis court, landscaping, or landscape device or object.
- 1.11 **"Institutional Mortgagee"** shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and

loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company or an agency of the United States Government, which holds a first mortgage of public record on any portion of the Property.

- 1.12 “Owner or “Parcel Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.13 “Parcel” shall mean and refer to any parcel of real property which is shown as a Lot on any recorded subdivision plat of the Property, together with any improvements located therein.
- 1.14 “Property” or “River Landing” shall mean and refer to all of the real property described in Article 2 hereof, and legally described in Exhibit “A”, attached hereto and made a part hereof.
- 1.15 “Water Management System” shall mean and refer to those lakes, canals and other facilities created and used for drainage of the Property.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

The property which is subject to this Declaration upon the recordation hereof in the County Public Records, is the Property as described in Exhibit “A” attached hereto.

ARTICLE 3 RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.

3.1 Formation. The Association was formed by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Association Property and the Common Property; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. The current Articles of Incorporation are attached hereto as Exhibit “B” and the current Bylaws are attached hereto as Exhibit “C”. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (the “Florida Not For Profit Corporation Act”), and in Florida Statutes Chapter 720 (Homeowners’ Association) in existence as of the date of recording of the Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a member of the Association upon acquisition of fee simple title to any Parcel, by filing a deed therefore in the public records of the County. Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the property conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation shall be a member of the Association.

3.3 Voting. The Association shall have one (1) class of voting membership. Each member, shall be entitled to one (1) vote for each Parcel owned by such member as to matters on which the membership shall entitled to vote, which vote may be exercised or cast by the member in such manner as may be provided in the By-Laws of the Association. Any member who owns more than one (1) Parcel, shall be entitled to exercise or cast one (1) vote for each such Parcel. When more than one (1) person owns a Parcel, all such persons shall be members of the Association; provided, however, that the vote of such Owners shall be exercised as provided hereinbelow, and that in no event shall more than one (1) vote be cast with respect to each Parcel. If more than one (1) person, a corporation, or other entity owns a Parcel, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Parcel. 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 Parcel shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Parcel, 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 Parcel at the meeting, in which case the certificate requirements set forth above shall apply.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration, or affect the rights and privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected.

3.5 Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall

continue after his membership ceases, or while he is not in good standing. A member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment or other monetary obligation to the Association, in excess of ninety (90) days, or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Association. While not in good standing, the member shall not be entitled to vote or exercise any other right or privilege of a member of the Association.

ARTICLE 4 ASSOCIATION PROPERTY AND COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall be vested in the Association. The Association shall be responsible for the management, maintenance and operation of the Association Property and Common Property from and after the date of recordation of the original Declaration. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved as limited common property for the exclusive benefit and use of specific Parcel Owners.

4.2 Acquisition and Sale of Property. The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its members. Any property acquired pursuant to this section shall be Association Property.

4.3 Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property and any limited common property (except as otherwise set forth herein).

4.4 Rules and Regulations Governing Use of Parcels, Association Property and Common Property. The Association, through its Board of Directors, shall regulate the use of the Parcels, Association Property and Common Property by its members, and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Association at the Association office. Such rules and regulations may be enforced by legal or equitable action.

4.5 Members Easements of Enjoyment. Subject to the provisions hereinbelow, each member of the Association shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant (i.e. attached) to, and shall pass with, the title to each Parcel.

4.6 Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.6.1 The right of the Association to borrow money for the purpose of improving the Common Property and Association Property and, in connection therewith, to mortgage the Common Property and Association Property.
- 4.6.2 The right of the Association to take such steps as are reasonably necessary to protect the Common Property and Association Property against foreclosure.
- 4.6.3 The right of the Association to suspend the enjoyment rights and easements of any member for any period in excess of ninety (90) days during which an Assessment, or other monetary obligation to the Association, remains unpaid by that member, and for any period during which such member is in violation of this Declaration or any of the published rules and regulations of the Association.
- 4.6.4 The right of the Association to properly maintain the Common Property and Association Property.
- 4.6.5 The rules and regulations governing the use and enjoyment of the Common Property and Association Property, as promulgated by the Association.
- 4.6.6 The right of the Association to dedicate or transfer all, or any part, of the Common Property or Association Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district, or other entity or person.
- 4.6.7 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.
- 4.6.8 All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association.

4.7 Continual Maintenance. In the event of a dissolution of the Association, the Owners shall immediately thereupon hold title to the Common Property and Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County. In no event shall the County be obligated to accept any dedication offered to it by the Owners or the Association pursuant to this section, but the County may accept such a dedication and any acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners.

4.8 Boat Docks. The Association shall promulgate rules and regulations governing the use of the boat docks. No warranty of any kind, express or implied, has been made as to the condition of the boat docks, walkways, gangways, rampways, pilings, or mooring gear or the safety thereof during storms, high winds or other times. The Association makes no representation or warranty of any kind express or implied, regarding permits for erection and use of the boat docks. The use of the docks by Owners and guests is at the sole risk of these persons, and the Association shall not be responsible for injuries to persons or damage to property occurring therein or thereon. No one shall be permitted to live aboard boats which are docked in the boat docks. No sale of gasoline nor repair of boats shall be permitted at the docks nor shall any boat discharge sewage in the water near the boat docks.

4.9 Boat and RV Storage Fee. The Association, may at its discretion, charge a fee for the use of the boat and RV storage facilities. The Association will establish the amount of the fee and reserves the right to adjust the fee periodically as it deems necessary.

ARTICLE 5 EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Cable Television facilities may be installed in these utility easement areas. Within utility easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by the Developer), which may interfere with the installation and maintenance of underground utility facilities. The Association (or such other entity as is indicated on the Plat) and its assigns are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Developer), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and its assigns (or such other entity as is indicated on the Plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association

shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, or with any other party.

5.1.3 Easements are hereby granted throughout the Property to the Association, for the purpose of access to all property dedicated to the Association on the recorded subdivision plats of the Property.

5.1.4 An easement is hereby granted over the Common Property to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

5.2 Restriction on Additional 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 Association.

ARTICLE 6 ASSESSMENTS AND LIEN

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association, the Association Property and the Common Property; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; public liability insurance; legal and accounting fees; maintenance of the Water Management System and roadways dedicated to the Association; management fees; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the members or others; maintenance of vacant property; the creation of reasonable reserves; charges for the provision of bulk cable television and/or Internet services; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its members sufficient monies to meet this estimate. Each Parcel shall be assessed at a uniform rate, to be determined by the Association, so that all Parcels subject to a General Assessment shall be assessed equally. Should

the Association at any time determine that the Assessments made are insufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect a Special Assessment from each Owner for payment of the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Association Property or the Common Property; 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. All Special Assessments shall be at a uniform amount for each Parcel assessed, regardless of whether a particular Special Assessment affects all Parcel Owners, or a particular Parcel. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a Special Assessment should exceed FIVE HUNDRED DOLLARS (\$500.00) per parcel, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the members present in person or by proxy.

6.5 Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger or damage to persons or property. Such Emergency Special Assessment may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires and roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular Parcel for the cost of maintenance, repairs or replacements within or without the Parcel, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Parcel to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All Individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the members shall designate when the Assessment is due and

payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Parcel at the time of Assessment. Any successor in title shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments. The Association shall also record a Claim of Lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installation thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Association, together with the costs of the action. Regardless of the date of recordation of any Claim of Lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of the original Declaration.

6.8 Additional Assessments. The Assessments provided for herein shall be in addition to any other Assessments, charges or taxes which may be levied by any other homeowners association or condominium association to which the respective Parcels may be subject, and by any water management or water control district responsible for maintenance of the Water Management System.

6.9 Certificate of Assessments. The Association shall prepare a roster of the Parcels and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all members. At the request of a Parcel Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the member's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

6.10 Subordination of Lien to Mortgage. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination, however, shall apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent

Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage may be reallocated and assessed to all Parcel Owners as a Common Expense. The written opinion of the Association that the Assessments Lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

Notwithstanding anything contained herein to the contrary, an Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and other charges which come due while owning the Parcel. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association at closing, and if there is no closing, then within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided herein and in Chapter 720 Florida Statutes, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any common areas or other Association property or by the abandonment of the Parcel for which the Assessments are made. Sale or transfer of any Parcel shall not affect the assessment lien or relieve such Parcel from the lien for any subsequent assessments, except as specifically provided below. An Institutional Mortgagee acquiring title to a Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, is liable for Assessments or other charges imposed by the Association pertaining to such Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional Mortgagee's liability is limited to the maximum amount set forth in Section 720.3085 (2011), Florida Statutes, as same may be amended from time to time. An Institutional Mortgagee acquiring title to a Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of Assessments or other charges coming due during the period of such ownership. The limitations on Institutional Mortgagee liability provided by this provision apply only if the Institutional Mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.11.1 All property dedicated to, or owned by, the Association.

6.11.2 All property dedicated to, or owned by, the water management, water control district or other party responsible for maintenance of the Water Management System.

- 6.11.3 Any portion of the Property dedicated to the County.
- 6.11.4 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

ARTICLE 7 MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for the maintenance of the Association Property and the Common Property. In the event that any Owner fails to properly maintain any Parcel, including the exterior of any Improvement, the Association shall have the right of entry onto such Parcel to make any repairs, replacements, or other maintenance as it deems necessary. In such event, the Association shall have the right to collect all costs incurred in making such repairs, replacements, or other maintenance, from the Owner as an Individual Assessment.

7.2 Parcel Owner Responsibilities. Each Parcel including all Improvements shall be properly maintained by its Owner. The expenses of any maintenance, repair or construction of any portion of the Association Property or the Common Property necessitated by the negligent or willful acts of a Parcel Owner, or his invitees, licensees, family or guests shall be borne solely by such Owner and his Parcel shall be subject to an Individual Assessment for such expense, pursuant to Article 6 of this Declaration.

7.3 Lakefront Property. After receiving a certificate of occupancy, property owners of lake front lots shall be responsible for maintenance of such lot, grass and shrubbery from the property line located near the road to the water's edge.

7.4 Swales. The property owner is responsible for maintaining the swale located in front of each home so that it operates to drain water in the manner for which it was designed.

ARTICLE 8 ARCHITECTURAL CONTROLS

8.1 Architectural Review and Approval. The Property has been created as a residential community of high quality and harmonious improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration be made to any Improvements unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Board of the Association (the "A.R.B."). All such plans and specifications shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography, and as to conformity with the architectural standards contained herein and as otherwise established by the A.R.B. In the exercise of its power and the performance of its duties, the A.R.B. shall give due consideration to the characteristics of the community as a residential community of high standards, quality and beauty, and the ability of any proposed

Improvement to harmonize with that concept. The A.R.B. shall be permitted to employ aesthetic values in making its determinations. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local government codes.

8.2 Architectural Review Board. The A.R.B. shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. The A.R.B. shall consist of five (5) voting members who are appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors. At all meetings of the A.R.B., a majority of the A.R.B. members shall constitute a quorum for the transaction of business, and the acts of a majority of the A.R.B. members present at any meeting at which a quorum is present, shall be the acts of the A.R.B. All members of the A.R.B. must be members of the Association.

8.3 Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

- 8.3.1** To require submission to the A.R.B. of two (2) complete sets of all plans and specifications for any Improvement proposed to be constructed or placed upon any portion of the Property. The A.R.B. may require such additional information as may be reasonably necessary to evaluate the proposed Improvement.
- 8.3.2** To approve or disapprove the plans and specifications submitted to the A.R.B., and to approve or disapprove any additions, changes, modifications or alterations thereof. Upon approval by the A.R.B. of any plans and specifications submitted to it, it shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to it, it shall so notify the applicant in writing, stating the grounds upon which such disapproval was based.
- 8.3.3** To grant variances from the architectural standards promulgated by the A.R.B. on a case-by-case basis; provided however, that the variance sought is reasonable and does not impose a hardship upon other Owners, and provided further, that the variance request shall be subject to a hearing open to all members of the Association with adequate prior notice to all members.
- 8.3.4** If any Improvement shall be constructed or altered without the prior approval of the A.R.B., the Owner thereof shall, upon demand of the Association, cause such Improvement to be removed or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the

payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association.

- 8.3.5 To promulgate architectural standards and rules and regulations, from time to time, governing the procedures to be followed by the A.R.B., including the form and content of plans and specifications to be submitted for approval.
- 8.3.6 To adopt a schedule of reasonable fees for processing requests for approval of proposed Improvements. Such fees, if any, shall be payable to the Association at the time that the plans and specifications are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid by an Owner, shall be deemed to be an Individual Assessment, enforceable against the Parcel and the Owner as provided elsewhere herein.

8.4 Review Criteria. All Improvements constructed within the Property shall comply with the following architectural standards:

- 8.4.1 Permitted Structures. No structure shall be permitted on any Parcel other than one detached single family dwelling not to exceed two stories in height, one private two car garage, or a detached two car garage if consent for such detached garage is obtained from the A.R.B., and one other out building incidental to residential use of the parcel. In the discretion of the A.R.B., the size of a garage may be increased beyond two cars.
- 8.4.2 Minimum Size of Residence. No residence shall be constructed or erected on any Parcel or lot unless the residence contains at least two thousand (2000) square feet of central air conditioned floor space for the living area, exclusive of the area for any carport, garage, patio, utility room, swimming pool or outbuilding. Two story residences shall not be constructed or erected on any parcel or lot unless the residence contains at least two thousand two hundred (2200) square feet of air conditioned floor space for the living area, with a minimum of one thousand two hundred (1200) square feet of living space on the ground floor, exclusive of any area for carport, garage, patio, utility room, swimming pool or outbuilding. All residential dwellings shall include an attached two car garage containing a minimum of four hundred (400) square feet, exclusive of areas within the garage which are allotted to utility usage, such as laundry equipment, hot water heaters and household storage.
- 8.4.3 Roof Pitch. The primary roof of each dwelling shall not have a pitch less than 5 in 12. The pitched roof area shall be covered with

cement tiles or wood shingles. The A.R.B. in its sole discretion may grant exceptions to the restrictions contained in this subsection, upon a determination that the non-conforming plans are compatible with the architectural scheme of the Property.

8.4.4 Exterior Screening. All exterior storage areas, service areas, trash containers, and equipment such as tanks and pumps, shall be screened from the view of those using any street or adjacent Parcel by an enclosure, fence, wall, mature landscaping, or by being underground.

8.4.5 Additional Standards. Any additional architectural standards promulgated by the A.R.B. In its approval process, however, the A.R.B. may consider such additional architectural criteria as it may deem reasonably necessary in order to further the intent of the Association for the development of the Property.

8.5 Procedure Before the A.R.B. An applicant may, at his discretion, request an initial meeting with a member of the A.R.B. to discuss any proposed Improvement that he may contemplate, for the purpose of securing information regarding the covenants and restrictions set forth herein and the architectural standards established by the A.R.B. Prior to the commencement of any work on the Improvement, the applicant must submit to the A.R.B. such fully executed application forms and fees as may then be required by the A.R.B., the required sets of plans and specifications for the proposed Improvement, and such additional information as the A.R.B. may reasonably require. No later than thirty (30) days after receipt of all requested information (unless the applicant waives this time requirement in writing), the A.R.B. shall respond to the application in writing by approving the application, approving it with required modifications, disapproving the application, or requiring additional information. In the last event, the A.R.B. shall respond in writing no later than thirty (30) days after receipt of the requested additional information (unless the applicant waives this time requirement in writing). In the event the A.R.B. fails to respond within the thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed disapproved. In the event of approval of the plans and specifications, the applicant shall provide the A.R.B. with written notice of the following:

8.5.1 Any proposed change in the plans or specifications as approved by the A.R.B. Any alterations, deletions, additions and changes of any type or nature whatsoever in the plans or specifications as approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as is required for approval of the original plans and specifications.

8.5.2 Completion of construction and, where applicable, the receipt of a certificate of occupancy from the building department of the County.

The Improvement shall not be used or, where a certificate of occupancy is applicable it shall not be occupied, until such time as the A.R.B. has inspected the Improvement and approved same for compliance with the plans and specifications as previously approved by the A.R.B. In the event the A.R.B. fails to respond within five (5) days (excluding Saturdays, Sundays and legal holidays) after receipt of the notice, the work shall be deemed approved and this requirement shall be deemed waived by the A.R.B.

8.6 Disapproval. In the event of disapproval of the plans and specifications as submitted, no work or construction shall be commenced on the proposed Improvement. In such event, the applicant may request a formal hearing with the A.R.B. to review the plans and specifications as submitted. The hearing shall take place no later than twenty (20) days after written request for the hearing is received by the A.R.B. (unless the applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than twenty (20) days after the hearing and, in the event the A.R.B. fails to provide a written decision, the plans and specifications shall be deemed disapproved. The decision of the A.R.B. shall be final and binding upon the applicant, his heirs, successors and assigns.

8.7 Certificate of Approval or Disapproval. Upon the written request of an Owner, the A.R.B. shall issue a Certificate of Approval stating, if such be the case, that the Improvement constructed by the Owner complies with the standards of the A.R.B. In the event that an Owner fails to comply with the requirements of the A.R.B., the Association may, in addition to all other remedies contained herein, record in the Public Records of the County, a Certificate of Disapproval, stating that the Improvements upon the Parcel fail to comply herewith.

8.8 Notification to Board of Directors. The A.R.B. shall promptly notify the Board of Directors of the Association of each application made to it pursuant to this Article, and in addition, shall notify the Board of Directors of the disposition of such application. Copies of all written correspondence and decisions affecting any application shall be provided to the Board of Directors.

8.9 Liability for Actions of A.R.B. Neither the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner or any other party due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Parcel within the Property agrees, by acquiring title thereto or an interest therein, or by assuming possession thereof, that he shall not bring any action or suit against the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. Neither the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or

specifications, nor for any defects in any Improvement constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 9 USE RESTRICTIONS

9.1 Restrictions on Use of Parcels and Common Property.

9.1.1 Residential Use – Business Activity. No trade, business, professional or commercial activity may be conducted in or from any Parcel, except that an Owner or occupant residing in a Parcel may conduct business activities within the Parcel so long as: (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming into River Landing who do not reside in River Landing or door-to-door solicitation of residents of River Landing; and (d) the business activity is consistent with the residential character of River Landing and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of River Landing as may be determined in the sole discretion of the Board. The terms “business”, “trade” and “professional or commercial activity” as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the ownership of a Parcel shall not be considered a trade, business, professional or commercial activity within the meaning of this section.

9.1.2 No Subdividing. No Parcel shall be resubdivided except with the prior written approval of the Association.

9.1.3 Laundry. No portion of any Parcel shall be used as a drying or hanging area of laundry of any kind, except upon being adequately screened from public view and as approved by the A.R.B.

9.1.4 Underground Utilities. All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles, or facilities of any

kind for electrical, telephone, cable television, or other utility service will be permitted.

9.1.5 Animals. No animals, livestock, or fowl shall be kept or maintained on any part of the Property, except that no more than two (2) dogs, cats or other common household pets shall be permitted for the pleasure and use of the occupants, provided they are not kept, bred, or maintained for any commercial purpose. No animal shall be permitted which is a nuisance to other Owners. The Board of Directors shall have the right to order the removal of any pet which is considered a nuisance in the Board's sole discretion.

9.1.6 Vehicles. No recreational vehicles, trailers, motorcycles, mobile homes, motor homes, boats, boat trailers, or trailers of any type what so ever shall be parked or stored on any portion of a Parcel unless within a closed garage. Nor shall any such vehicles be parked or stored on the Common Property or on Association Property except that recreational vehicles, boats and trailers may be stored in the designated storage area upon payment of the storage fee or other reasonable fee prescribed from time to time by the Board of Directors. No trucks or commercial vehicles shall be parked on any Parcel or on Common Property or Association Property except within a closed garage. For purposes of this provision, "commercial vehicles" shall be trucks, vehicular equipment, automobiles or any vehicle which bears any signs (on a continuing basis temporary or permanent), graphics, lettering, equipment or modifications adapting the vehicle to commercial purposes. Notwithstanding the foregoing, temporary parking of commercial vehicles is permitted as may be necessary to service a resident in River Landing not to exceed twelve (12) hours. Automobiles, fully enclosed vehicles intended for private passenger use and commonly referred to as "sport utility vehicle" or "SUV" and passenger vans, are permitted to be parked or stored within a closed garage or on the driveway of a Parcel. No off road motorcycles, three or four wheel all terrain vehicles or similar modes of transportation, shall be permitted to operate within River Landing. No vehicles, including but not limited to, service vehicles shall be permitted to park overnight on any street or street right of way. All vehicles must be maintained in good working order so they do not become a nuisance or eye sore in the community. The determination of the Board of Directors, in its sole discretion, that a vehicle is a nuisance or eyesore or in the event of a dispute concerning the type of vehicle, shall control.

9.1.7 Common Property. The Common Property shall be used only for the intended purpose of furnishing services and facilities for the

enjoyment of the Owners, except as easements upon the Common Property are reserved or granted.

- 9.1.8 Water and Sewer. Owners may be permitted to drill and install a well to be used for irrigation, in accordance with South Florida Water Management District regulations and only if permitted by South Florida Water Management District, but no other individual water supply system or individual sewage disposal system shall be permitted.
- 9.1.9 Maintenance. All Parcels shall be maintained in a neat and attractive manner. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of any Parcel. If a Parcel Owner fails to properly maintain his Parcel, including landscaping, the Association may exercise the authority granted it under Section 6.6 of this Declaration.
- 9.1.10 Maintenance of Improvements. Each Parcel Owner shall maintain the exterior of any Improvement on his Parcel in a well-maintained condition so as not to be detrimental to the other Owners. Failure of a Parcel Owner to properly maintain the Improvements may result in the Association exercising the authority granted it under Section 6.6 of this Declaration.
- 9.1.11 Temporary Structures. No temporary building, outhouse, shed, trailer, structure or tent, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained within the Property, except as otherwise expressly permitted by this Declaration. Temporary structures, including trailers, may be placed on a Parcel during a reasonable period of construction for use as a construction office or supply storage area (but in no event as a residence) in the event the temporary structure is approved by the Association prior to being placed on the Parcel; and, such a temporary structure must be removed from the Property within ten (10) days after substantial completion of construction and prior to occupancy of the residence. For purposes of this paragraph, issuance of a Certificate of Occupancy shall be conclusive evidence of substantial completion of construction.
- 9.1.12 Insurance. No Parcel Owner shall permit or suffer anything to be done or kept within his Parcel, or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.
- 9.1.13 Nuisances. No use or practice which is either an annoyance to Parcel Owners or an interference with the peaceful possession and

proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance, immoral or illegal activity in or about the Property.

9.1.14 **Setback.** Unless a variance is granted by the Architectural Review Board (hereinafter known as the A.R.B.), the following minimum setbacks for construction of any improvements on any Parcel within the Property shall apply:

- a. Forty-five (45) feet from the center line of any road within River Landing.
- b. Ten (10) feet from side property lines as delineated on the plat of River Landing.
- c. Twenty (20) feet from the rear property lines as delineated on the plat of River Landing.
- d. Twenty five (25) feet from the rear property lines as delineated on the plat of River Landing for all lakefront lots.
- e. Notwithstanding anything to the contrary, terraces, fences, steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of the setback lines as described above, provided such construction shall not interfere with exposure or view or reasonable privacy of the adjoining or facing property and all exceptions or variances to the setbacks are approved in writing by the A.R.B.
- f. The following Parcels sit on culvert easements to lakes. In the event of an emergency, access must be available for large equipment. Therefore, the following building setback restrictions apply:
 - Lot 15, Block C, River Landing 15 feet from south lot line.
 - Lot 14, Block C, River Landing 15 feet from north lot line.
 - Lot 10, Block C, River Landing 15 feet from east lot line.
 - Lot 9, Block C, River Landing 15 feet from west lot line.
- g. No driveway shall be constructed within five (5) feet of any Parcel line except the front lot line. Where improvements are to be constructed within an easement area, including,

but not limited to driveways, the Parcel owner must obtain written approval from any and all public or private utilities or other entities which have its facilities or rights within the easement, or whose facilities would or could be effected by the construction. The Parcel owner must also obtain written approval from the A.R.B. for any of the above proposed improvements.

- 9.1.15 Landscaping. No trees four inches or larger in diameter may be removed from any Parcel except as necessary for the construction of a residence, garage, driveway, patio, or other improvements, and the A.R.B. must approve in writing, the removal of all trees four inches or larger in diameter from any Parcel before removal. Furthermore, the A.R.B. shall approve all landscaping plans and all landscaping shall be completed before the Certificate of Occupancy Permit has been issued and before any person may occupy the structure. All residential dwellings and landscaping shall be completed within eight (8) months after the building permit is issued unless extended in writing by the A.R.B. The A.R.B. shall have the right to impose fines and other penalties deemed necessary by the A.R.B. for failure to complete the improvements before the eighth (8) month.

As to all areas in which sod will be installed, the A.R.B. will require that floritam sod or any other sod of a better quality and approved by the A.R.B. must be installed within River Landing.

- 9.1.16 Fences. No chain link fence shall be permitted on any Parcel. No fence shall exceed five (5) feet in height and shall not extend towards the front lot line beyond the front wall of any house. No fence shall obstruct a lake front view and cannot be nearer than forty (40) feet from any property line fronting water as delineated on the plat of River Landing. Notwithstanding anything to the contrary, no fence may be erected without written approval of the A.R.B. However, there shall be installed a chain link fence around the area delineated on the plat of River Landing for recreational vehicles and boat storage (Tract "B"), and the tennis courts, waste water plant and water treatment plant as delineated on the plat of River Landing (Lots 7, 8 and 9, Block B, River Landing).

- 9.1.17 Signs and Mailboxes. All Parcels will have mailboxes of the same design and to be determined and approved by the A.R.B. No sign of any nature may be displayed on any Parcel in River Landing, unless prior approval has been granted by the A.R.B. or Association.

9.1.18 Lakefront Property. No canoes, rowboats, motor boats, model planes, model boats, other forms of vehicles or similar items may be operated or situated within the boundary areas of the lakes delineated on the plat of River Landing (Tracts "A", "C" and "F"). Furthermore, the Association shall have the final determination as to what items, if any, may be operated or utilized within the boundaries of the lakes of River Landing. Furthermore, no docks, bulkheads, moorings, pilings, davits, boat lifts, boat houses, boat shelters, or any other structures or improvements of any kind shall be erected on or over or within the boundary areas of any lakes as delineated on the plat of River Landing.

9.1.19 Construction of Residences and Other Improvements. No storage shed, temporary or permanent, may be built on a Parcel within River Landing without the prior written approval of the A.R.B. as to size, design and location. Temporary driveways (not surfaced) must be constructed before commencement of residential construction so that construction vehicles do not destroy the asphalt road. Parcel owner/builder shall be responsible to maintain the road in front of their residence and repair any damages caused by any vehicles to any roads or common areas of River Landing. If required, the Parcel owner/builder may be required to post a bond with the Association before approval is granted to commence construction. No residence of the same front elevation may be constructed on adjoining Parcels, unless prior written approval is obtained from the A.R.B. Except as otherwise provided herein, no TV antennas, or antennas for Ham radios or any other transmitting devices shall be permitted on any Parcel within River Landing. Satellite dishes and antennae, less than one (1) meter in diameter, for the reception of video programming may be installed on a Parcel in accordance with the rules and regulations of the Federal Communication Commission. Any such satellite dishes and antennae must be installed in the rear of the dwelling if an acceptable signal can be received.

During construction, portable toilets must be in place when a Parcel owner starts construction and remain on the building site until the residence is hooked up to the sanity sewer. Furthermore, the Parcel owner and contractor shall be responsible to maintain during the entire construction period proper trash containers or fence areas for all debris and other unusable construction materials. The Parcel owner and/or contractor shall be responsible for cleaning up all litter, debris and unusable materials on a daily basis.

The Association shall have the right to promulgate, implement, modify, add or amend any existing or additional rules, covenants,

restrictions, regulations or requirements deemed necessary by the Association as to construction of any improvements on any Parcels in River Landing.

9.1.20 Easements. In addition to all easements as shown on the plat of River Landing, there shall be ten (10) foot wide easements to run electrical lines and any and all other utilities, wires and otherwise, with 5 feet of said easement being on the south 5 feet of Lot 2, Block B, River Landing, and 5 feet being on the north 5 feet of Lot 3, Block B, River Landing, and 5 feet of said easement being on the north side of Lot 3, Block A, River Landing and 5 feet being on the south side of Lot 4, Block A River Landing, and 5 feet of said easement being on the north side of Lot 49, Block A, River Landing, and 5 feet of said easement being on the south side of Lot 50, Block A, River Landing; Lot 2, Block B, River Landing and Lot 3, Block B River Landing, shall be subject to a Florida Power and Light easement located on the westerly 10' of said Parcels. These easements shall run with the land and any conveyances regarding said Parcels shall take subject to such easement.

9.1.21 Natural State of Creek. The creek entering River Landing between Lots B7 and B8 and exiting River Landing between Lot 18, Block A River Landing and Lot 19, Block A River Landing, shall remain in its natural state. The Association must approve any changes to the creek's natural state.

9.1.22 Water Hookup. All property owners must have water meters installed when they hookup to River Landing water system and pay the appropriate fees then charged for such hookup.

9.1.23 Flags and Flag Poles. A property owner or tenant may display flags and erect a flag pole on a Parcel in accordance with Florida Statute §720.304(2)(2011) as amended from time to time. All other flags or flag poles may only be displayed or erected upon approval of the A.R.B.

9.1.24 Construction Work. No construction work shall be permitted before 7:00 a.m. or after 6:00 p.m., Monday through Saturday. No construction work shall be permitted at any time on Sunday. No construction worker may create any unreasonably loud, disturbing or unnecessary noise in River Landing.

ARTICLE 10
SALE, RENTAL OR OTHER ALIENATION OR MORTGAGING OF PARCELS

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 Parcel by any member shall be subject to the following provisions, which provisions each member covenants to observe:

10.1 **Transfer Subject to Approval.**

10.1.1 **Sale or Lease.** No Parcel Owner may dispose of a Parcel or any interest in a Parcel by sale or lease without written approval of the Board of Directors of the Association.

10.1.2 **Gift.** If any Owner shall acquire title by gift, the continuance of the ownership of the Parcel shall be subject to the approval of the Board of Directors.

10.1.3 **Devise or Inheritance.** If any Owner shall acquire title by devise or inheritance, the continuance of ownership of the Parcel shall be subject to the approval of the Board of Directors.

10.1.4 **Other Transfers.** If any Owner shall acquire title by any manner not mentioned in the foregoing subsections, the continuance of ownership of the Parcel shall be subject to the approval of the Board of Directors.

10.1.5 **Corporations, Partnerships and Trusts.** Changes of beneficial ownership of a Parcel through sale or acquisition of stock in a corporation, change in corporate officers, change in rights in a partnership or trust shall constitute a transfer, and occupancy and continuance of ownership of the Parcel shall be subject to approval of the Board of Directors.

10.1.6 **Application Form and Fee.** All applications for approval of transfer shall be submitted to the Board of Directors on the form prescribed by the Board of Directors. A processing fee will be charged to the transferor of the Parcel, which fee shall accompany the application. This fee may be increased or decreased at any time, in the discretion of the Board of Directors.

10.2 **Membership Approval by the Board of Directors.** The approval of the Board of Directors that is required for the transfer of ownership or lease of Parcels shall be obtained in the following manner:

10.2.1 **Sale or Lease.** A Parcel Owner intending to make a bona fide sale or lease of his Parcel, or any interest in it, shall give to the Board of Directors notice of such intention, in writing, together with the name and address of the intended purchaser or lessee and such other

information concerning the intended purchaser or lessee as the Board of Directors may reasonably require, together with an executed copy of the proposed sales contract or lease.

10.2.2 Gift, Devise or Inheritance; Other Transfers. A Parcel Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Board of Directors notice of the acquisition of title, together with such information concerning the Owner as the Board of Directors may reasonably require, and a certified copy of the instrument evidencing the individual's interest.

10.2.3 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Parcel, the Board of Directors, at its election and without notice, may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it has received the required notice on the date of such disapproval. The Board of Directors may deny the unauthorized owner, lessee, or occupant of a Parcel the use of the recreational facilities located on the Common Property, and may take such other action at law and/or equity to divest the unauthorized owner, lessee or occupant of record title and/or possession of the Parcel.

10.3 Certificates of Approval shall be given in the following manner:

10.3.1 Sale or Lease. If the proposed transaction is a sale or lease, then, within thirty (30) days after receipt of such notice and information, the Board of Directors must either approve or disapprove the proposed transaction. If approved a Certificate of Approval will be executed by any officer of the Association.

10.3.2 Gift, Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Board of Directors must either approve or disapprove the continuance of the ownership of his Parcel. If approved, a Certificate of Approval will be executed by any officer of the Association.

10.4 Mortgage. No Owner may mortgage his Parcel or any interest in it without the approval of the Board of Directors of the Association, except to an Institutional Mortgagee. The approval of any other mortgagee shall be upon conditions determined by the Association in its sole discretion.

10.5 Disapproval by Association. If the Board of Directors disapproves a transfer of ownership or Lease of a Parcel, the matter will be disposed of in the following manner.

10.5.1 Sale.

- a. With Good Cause. Only the following may be deemed to constitute good cause for disapproval:
- (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
 - (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;
 - (iii) The application for approval on its face indicates that the person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the Property and/or the rules and regulations of the Association;
 - (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or the property of others;
 - (v) The person seeking approval or intended occupants have evidenced an attitude or disregard for the covenants and restrictions applicable to the Property and/or the rules and regulations of the Association by his conduct on the property as a tenant, owner or occupier of a Parcel;
 - (vi) The person seeking approval has failed to provide the information or fees as required to process the application in a timely manner, or provided false information during the applicable process.
- b. Without Good Cause. If the Board of Directors disapproves without good cause, then within thirty (30) days after the Board meeting which the disapproval took place, the Board of Directors shall deliver, in writing, to the Owner or

transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the Parcel upon substantially the same price and terms as in the disapproved sale contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI (Member, Appraisal Institute) appraisals, one selected by the seller and the other by the Association. The cost of the appraisals and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Association assessments and charges shall be pro rated for the year of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board of Directors disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- c. If the Board of Directors fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approval purchaser defaults in his or her purchase, then the original proposed purchase shall be deemed to be approved, despite the former disapproval and upon demand, the certificate of approval shall be issued.

10.5.2 Lease. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

- a. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;
- b. The Owner has a history of leasing his or her Parcel to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Parcel;

- c. The real estate company or agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- d. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the Property and/or the rules and regulations of the Association;
- e. The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;
- f. The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- g. The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Property and/or the rules and regulations of the Association;
- h. The prospective lessees or other intended occupants have failed to provide the information required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Parcel to the Board of Directors.

10.5.3 Gifts; devise or inheritance; other transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the Owner of the notice and information required to be furnished, the Board of Directors will deliver or mail by registered mail to the Owner an agreement to purchase the Parcel concerned by a purchaser approved by it, who will purchase and to whom the Owner must sell the Parcel under the following terms:

- a. The sale price will be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then

existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

- b. The purchase price will be paid in cash.
- c. The sale will be closed within ten (10) days following the determination of the sale price.
- d. A certificate approving the purchaser will be executed by the President and Secretary of the Association.
- e. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Board of Directors shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved.

10.6 Transfer Void. Any sale, lease, gift, devise, other transfer or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors.

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

ARTICLE 11 INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association

and shall be placed in a single agency or company, if possible. The named insureds shall be an Insurance Trustee designated by the Association individually, and as agent for the Association, the members without naming them, and Institutional Mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any such mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members and Institutional Mortgagees, as their interests may appear. The Insurance Trustee may be any bank in Florida with trust powers, a certified public accountant or a Licensed Community Association Manager as may be designated by the Board of Directors of the Association. Owners may purchase insurance on the individual Parcels, as appropriate.

11.2 Coverage.

11.2.1 Casualty Insurance. All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association.

11.2.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association and the members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

11.2.3 Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

11.2.4 Flood Insurance. The Association shall obtain flood insurance to meet the requirement of federal, state, or local law, or any regulation enacted pursuant to federal, state, or local law, as necessary.

11.2.5 Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

11.2.6 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to

subrogation as to any claim against members, the Association and their respective servants, agents and guests.

11.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

11.4 Shares of Proceeds. The Insurance Trustee shall not be liable for the payment of premiums nor the renewal nor the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purpose elsewhere stated herein for the benefit of the members and Institutional Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee.

11.4.1 Common Property. Proceeds on account of damage to Common Property or the Association Property shall be an equal undivided share for each member.

11.4.2 Institutional Mortgagees. In the event a mortgagee endorsement has been issued regarding an improvement, the share of the Parcel Owner shall be held in trust for the Institutional Mortgagee and the Parcel Owner as their interests may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged improvement shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Parcel Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

11.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

11.5.1 Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

11.5.2 Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.

11.5.3 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the members.

11.5.4 Certificate. In making distribution to members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the members and their respective shares of the distribution.

11.6 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each member and for each Institutional Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon payment of claims.

ARTICLE 12 RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1 Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

12.1.1 Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association that it shall not be reconstructed or repaired.

12.1.2 Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed, replaced or repaired.

12.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not, then according to the plans and specifications approved by the Board of Directors of the Association.

12.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.

12.4 Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all members as a Special Assessment. If the proceeds of such Special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the members in sufficient amounts to provide funds for the payment of such costs.

12.5 Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Special Assessments against members, shall be distributed in payment of such costs in the following manner:

12.5.1 Association. If the total of Special Assessments made by the Association in order to provide funds for payment of costs and reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousands Dollars (\$25,000.00) or more, then the sums paid upon such Special Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse them in payment of the costs of reconstruction and repair.

12.5.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

12.5.2.1 Association – Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is

less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.5.2.2 Association – Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

12.5.2.3 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the members.

12.5.2.4 Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to determine whether or not sums paid by the members upon Special Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

12.6 Equitable Relief. In the event of major damage to or destruction of part of the Common Property or Association Property and in the event the proper is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for the County, for equitable relief.

**ARTICLE 13
INDEMNIFICATION OF DIRECTORS, OFFICERS
AND MEMBERS OF THE A.R.B. AND MEMBERSHIP COMMITTEE**

Every director and officer of the Association, and member of the A.R.B., shall be indemnified by the Association against all expenses and liability, including attorneys' fees, 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 having been a director, officer, or member of the A.R.B., whether or not he is a director, officer or member at the time such expenses are incurred, except in such cases where the director, officer or member 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, officer or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

**ARTICLE 14
GENERAL PROVISIONS**

14.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, the Association may be assigned by the Association, as the case may be. After such assignment, the Association shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

14.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

14.2.1 Except as provided hereinbelow, an amendment must obtain the approval of at least sixty-six percent (66%) of the Owners. Approval may be obtained by written consent or upon a vote of the members at a duly convened meeting of the members.

14.2.2 Any amendment to this Declaration which would affect the Water Management System must have the prior approval of South Florida Water Management District.

14.2.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

14.3 All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of the original Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least sixty-six percent (66%) of the then Owners, and by all Institutional Mortgagees, has been recorded, agreeing to terminate these covenants and restrictions.

14.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Association and the Owners of Parcels within the Property.

14.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, assessments, liens and other provisions contained herein and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate same and/or against the real property to enforce any lien created by this Declaration. In the event that the Association fails to enforce the terms of this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations, then any Owner may do so. The failure or refusal of the Association or any Owner to enforce any of the provisions of this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations shall in no event be deemed to constitute a waiver of the right to do so thereafter. Additionally, the Association has the right to levy fines for violations in accordance with Florida Statute Section 720.305(2)(2011) as amended from time to time.

14.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the best known address of the person who appears as an Owner or member on the records of the Association at the time of such mailing.

14.7 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

14.8 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

14.9 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

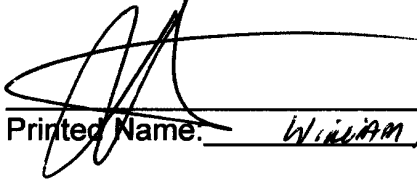
This Amended and Restated Declaration of Covenants and Restrictions for River Landing has been approved on March 11, 2014 by at least seventy-five percent (75%) of the votes of the members, which vote was sufficient for approval.


The undersigned, River Landing Property Owners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

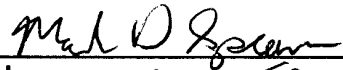
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 18th day of MARCH, 2014.

WITNESSES AS TO PRESIDENT:

RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.


Printed Name: WILLIAM LAPRADE

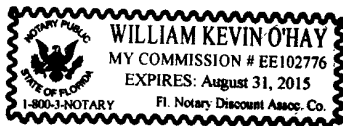
By: 
DAVID GROFIC President


Printed Name: MARK SPEARS

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MARCH 18, 2014, by DAVID GROFIC, as President of River Landing Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].


Notarial Seal

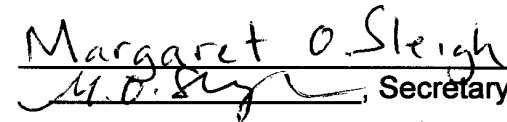


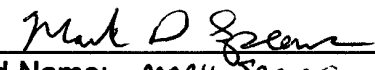

Notary Public

WITNESSES AS TO SECRETARY:

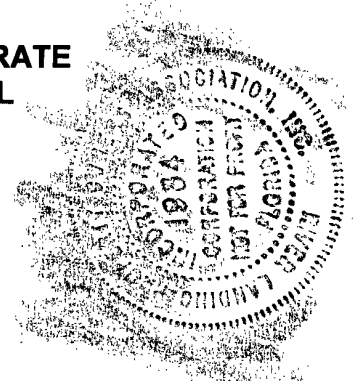
RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.


Printed Name: WILLIAM LAPRADE

By: 
MARGARET O. STEIGH, Secretary


Printed Name: MARK SPEARS

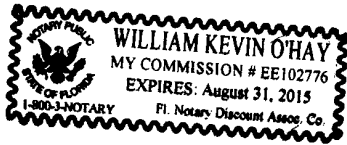
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARIN

The foregoing instrument was acknowledged before me on MARCH 18, 2014,
by MARGARET D. SWEIGH, as Secretary of River Landing Property Owners
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal





Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION FOR RIVER LANDING

The plat of RIVER LANDING, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 10, Page 25.

EXHIBIT "B"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIVER LANDING
PROPERTY OWNERS ASSOCIATION, INC.**

A corporation not for profit

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on September 4, 1984 and amended on October 29, 1999 and recorded in the public records of Martin County at Official Records Book 1417, Page 126, et. seq. and amended at OR Book 1433, Page 44, et. seq.

The undersigned hereby executes these Amended and Restated Articles of Incorporation for the purpose of continuing the existence of a corporation not for profit under Chapter 617 (Part I) of the Florida Statutes in existence as of the date of filing these Articles with the Secretary of State of Florida (the "Florida Not For Profit Corporation Act") and certifies as follows:

**ARTICLE I
NAME**

The name of the corporation shall be RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" and its duration shall be perpetual.

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants and Restrictions for River Landing (the "Declaration") recorded in the office of the Clerk of the Circuit Court in and for Martin County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Association Property and the Common Property in accordance with the purpose and intent contained in the Declaration;

B. To make and collect Assessments against members to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties.

D. To maintain, repair, replace and operate the Association Property and the Common Property;

E. To reconstruct improvements upon the Property after casualty and to further improve the Property;

F. To make and amend By-Laws for the Association and regulations respecting the use of the Property;

G. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Rules and Regulations for the use of the Property;

H. To provide for management and maintenance and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Association Property and the Common Property. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

I. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

J. To pay all taxes and other assessments which are liens against the Association Property and the Common Property.

K. To obtain insurance on the Association Property and the Common Property.

L. To enter into and bind the Association and its members to contracts for the provision of bulk cable television and/or Internet service for the Association and its members.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors, and officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV MEMBERSHIP

A person or entity shall automatically become a member of the Association upon acquisition of fee simple title to any Parcel, by filing a deed therefore in the public records of Martin County, Florida. Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the property conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to the Declaration. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation shall be a member of the Association.

ARTICLE V BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. Directors shall be elected by the members of the Association at the annual meeting of members.

**ARTICLE VI
OFFICERS**

Officers shall be elected by the Board of Directors and shall consist of a President, Vice-President, Secretary and Treasurer.

**ARTICLE VII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and Officer of the Association, and member of the Architectural Review Board and Membership Committee shall be indemnified by the Association against all expenses and liability, including counsel 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, Officer, or member of the Architectural Review Board, or member of the Membership Committee, whether or not he is a Director, Officer or member at the time such expenses are incurred, except in such cases wherein the Director, Officer or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or member may be entitled.

**ARTICLE VIII
BY-LAWS**

The By-Laws of the Association may be adopted, amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration, and provided further that no amendment, alteration, or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these provisions shall be of no force or effect.

**ARTICLE X
AMENDMENTS**

These Articles of Incorporation of the Association may be adopted, amended, altered or rescinded by the affirmative vote of sixty-six percent (66%) of the members, provided that there is no conflict with Florida Statutes, applicable ordinances or the Declaration.

**ARTICLE XI
REGISTERED AGENT AND REGISTERED OFFICE**

The name of the registered agent and the street address of the registered office of the Association shall be as designated by the Board of Directors from time to time.

These Amended and Restated Articles of Incorporation of River Landing Property Owners Association, Inc. were approved by two-thirds (2/3) of the voting interests, which vote was sufficient for approval on March 11, 2014.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 18th day of MARCH, 2014.

WITNESSES AS TO PRESIDENT:

RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.

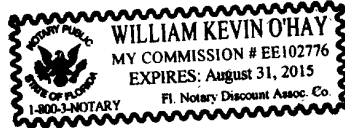
Mark D. Spears
Printed Name: MARK SPEARS

By: David Groff, President

William Larrade
Printed Name: WILLIAM LARRADE

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MARCH 18, 2014, by DAVID GROFF, as President of River Landing Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notarial Seal

W. Kevin O'Hay
Notary Public

WITNESSES AS TO SECRETARY:

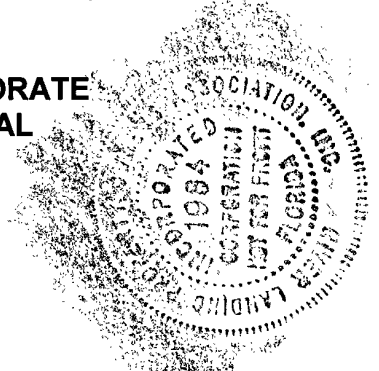
RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.

Mark D. Spears
Printed Name: MARK SPEARS

By: M. O. Slugh, Secretary

William Larrade
Printed Name: WILLIAM LARRADE

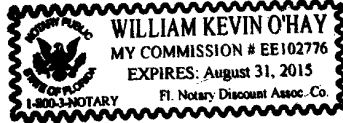
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MARCH 15, 2014,
by MARGARET O. SLIGH, as Secretary of River Landing Property Owners
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal



Notary Public

A handwritten signature in black ink, appearing to be "W. O'Hay", written over a horizontal line.

EXHIBIT "C"

**AMENDED AND RESTATED
BYLAWS
OF
RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.**

A Non-Profit Corporation Under
the Laws of the State of Florida

The purpose of these Amended and Restated Bylaws is to continue the purpose of the original Bylaws recorded in the Martin County public records at Official Records Book 1417, Page 129, et. seq., and amended at OR Book 1423, Page 431, et. seq.

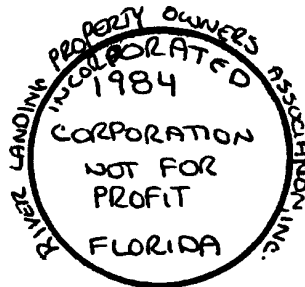
In cases of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these By-Laws, the said Declaration shall govern and control.

**ARTICLE I
IDENTITY**

Section 1. The name of this corporation is RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Corporation" or "Association".

Section 2. The principal office of the Corporation is as designated by the Board of Directors from time to time.

Section 3. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows:



Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for River Landing as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

**ARTICLE II
PURPOSES**

This Association is organized to serve as the instrumentality of Parcel Owners in RIVER LANDING for the purpose of controlling and regulating the use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of RIVER LANDING for the benefit of all owners therein; of providing and promoting recreational activity within RIVER LANDING through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of the land and facilities, and such other means and methods as it may deem in the best interest of its members; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

**ARTICLE III
DIRECTORS AND OFFICERS**

Section 1. Directors

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than nine (9) members.

B. At each annual meeting the Board of Directors shall be elected by the members of the Association.

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) members, using such procedures as the Board may establish. The Nominating Committee shall nominate one person for each vacancy to be filled at that annual meeting, and each Board member shall be provided with a list of the nominations at least one (1) day prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by the plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.

D. There shall be no cumulative voting.

E. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, except as otherwise provided herein.

F. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be

fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

G. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

H. All directors and officers must be members of the Association.

Section 2. Officers. The executive officers of the Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify.

Section 3. Resignation, Vacancy, Removal.

A. **Resignation:** Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

B. **Director Vacancy:** A vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board of Directors at their next meeting by electing a person who shall serve until the next annual meeting of members.

C. **Officer Vacancy:** When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify.

D. **Removal:** Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any director may be removed with or without cause, and for any reason, as provided by Florida Statute §720.303(10)(2011), as amended from time to time.

Section 4. Indemnification of Directors, Officers and Members of the A.R.B. and Membership Committee. Every director, officer, member of the Architectural Review Board and Membership Committee of the Association shall be indemnified by the Association against liability and expenses which he may incur by reason of his being or having been a director, officer or member, in accordance with the terms of the Articles of Incorporation of the Association (hereinafter referred to as the "Articles of Incorporation"), and the Declaration.

**ARTICLE IV
POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF**

The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declarations and in the Articles of Incorporation.
2. The power to levy and collect those Assessments against Parcels as are provided for in the Declaration.
3. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association Property and the Common Property.
5. The power to insure and keep insured the buildings and improvements of the Association and other improvements within the Property, as provided in the Declaration.
6. The power to employ the personnel required for the operation of the Association, the Association Property and the Common Property.
7. The power to pay utility bills for utilities serving the Association Property and the Common Property.
8. The power to contract for the management of the Property and to delegate to its contractor as manager, all of the powers and duties of the Association, except those matters which must be approved by members.
9. The power to make reasonable rules and regulations and to amend them from time to time.
10. The power to improve the Association Property and the Common Property, subject to the limitations of the Declaration.
11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations promulgated by the Association.

12. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Parcel Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws or the Rules and Regulations.

13. The power to pay all taxes and assessments which are liens against the Association Property and the Common Property.

14. The power to control and regulate the use of the Association Property and the Common Property by the members and to promote and assist adequate and proper maintenance of that property.

15. The power to borrow money and the power to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to acquire real and personal property for the benefit and use of its members and to dispose of the property in accordance with the Declaration and the Articles of Incorporation.

17. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association Property and the Common Property and of any facilities on lease to the Association or otherwise provided for the Association members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association as a Common Expense, unless the contract provides to the contrary.

18. The power to establish additional officers and/or directors of this Association and to appoint all officers, except as otherwise provided herein.

19. The power to maintain any surface water management system approved by the South Florida Water Management District.

20. The power to appoint the members of the Architectural Review Board and the Membership Committee in accordance with the Declaration, and such other committees as the Board of Directors may deem appropriate.

21. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association and shall:

A. Act as presiding officer at all meetings of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of members.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the membership and of the Board of Directors.

B. Receive such monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association which shall keep safely deposited.

C. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board for its consideration.

E. The Treasurer may have the assistance of an accountant and auditor, who shall be employed by the Association as a Common Expense. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

**ARTICLE VI
MEMBERSHIP AND VOTING**

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: A person or entity shall automatically become a member of the Association upon acquisition of fee simple title to any Parcel, by filing a deed therefore in the public records of Martin County, Florida. Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the property conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to the Declaration. No person or entity holding an interest of any type

or nature whatsoever in a Parcel only as security for the performance of an obligation, shall be a member of the Association.

Section 2. Voting. The Association shall have one (1) class of voting membership. Each member shall be entitled to one (1) vote for each Parcel owned by such member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by that member in person or by proxy. Proxies must be filed with the Secretary of the Association at least twenty-four (24) hours prior to that meeting. A proxy shall be valid and entitle the holder thereof to vote until the Secretary shall have received a revocation of such proxy, or until the death or legal incompetence of the grantor. Any member who owns more than one (1) Parcel shall be entitled to exercise or cast one (1) vote for each such Parcel. When more than one (1) person holds the ownership interest required for membership, all such persons shall be members of the Association and the vote for such Parcel shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Parcel. With respect to each Parcel owned by more than one (1) person or by other than a natural person, or persons, the owner shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such owner. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership. With respect to Parcels owned by husband and wife, as tenants by the entirety, no certificate need be filed with the Secretary of the Association naming the person authorized to cast votes for such Parcel, and either spouse, but not both, may vote in person or by proxy, unless, prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Parcel at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VII MEETINGS

Section 1. Meetings of Members.

A. Place of Meetings: All meetings of the Association shall be held at the office of the Association, or may be held at such time and place in Martin County, Florida, as shall be stated in the notice thereof.

B. Annual Meetings: Annual members' meetings shall be held upon a date appointed by the Board of Directors, which shall fall between the first day of January and the 31st day of March, in each calendar year. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of directors and the transaction of other business authorized to be transacted by members. The order of business shall be as determined by the Board of Directors.

C. Special Meetings: Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the

Secretary, upon receipt of a written request from members of the Association owning a majority of the total votes of the membership. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of the meeting.

D. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of thirty percent (30%) of the total votes of the membership, being present either in person or by proxy, but the members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

E. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable statute provides otherwise.

Section 2. Directors' Meetings.

A. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice to the Directors.

B. Special Meetings: Special meetings of the Board of Directors may be called by the President, upon three (3) days notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall state the purpose, time and place of the meeting.

C. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

D. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

E. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken,

signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such content shall have the same effect as a unanimous vote.

F. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

G. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members.

H. The order of business at Director's meetings shall be as determined by the Board of Directors.

I. Open Meetings. All meetings of the Board of Directors shall be open to all members, except for meetings between the Board and its attorney. Any member attending a meeting of the Board of Directors may speak on any matter placed on the agenda as provided by Florida Statute §720.303(2011).

J. Posted Notice. Notices of all Board Meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency as provided by Florida Statute §720.303(2)(2011), as amended from time to time. Notwithstanding the foregoing, written notice of any Board Meeting at which assessments will be considered or at which amendments to rules regarding parcel use will be considered, must be mailed or delivered to the members and posted conspicuously on the property at least fourteen (14) days before the meeting.

ARTICLE VIII NOTICE OF MEMBERS MEETINGS

Section 1. Annual Meeting. Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least fourteen (14) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each member at his address as it appears on the books of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote, at least fourteen (14) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent members from waiving notice of meetings or acting by written agreement without meetings.

**ARTICLE IX
PROCEDURE**

Robert's Rules or Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Association or with the Statutes of the State of Florida.

**ARTICLE X
ASSESSMENTS AND MANNER OF COLLECTION**

The Board of Directors shall have the power to levy and enforce Assessments against Parcel Owners, as set forth in the Declaration.

**ARTICLE XI
FISCAL MANAGEMENT**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts in Martin County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds may be required at the discretion of the Board of Directors from all officers and employees of the Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Association as a Common Expense.

Section 4. Records. The Association shall maintain accounting records according to good practice which shall be open to inspection by members at reasonable times in accordance with Florida Statutes §720.303(5)(2011) as amended from time to time. Such records shall include a record of receipts and expenditures and accounts for each member, which accounts shall designate the name and address of the member, the amount of each Assessment, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register for the names of all Institutional Mortgagees who have notified the Association of their liens, and to which lienholders the Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the members a full and clear statement of the business and condition of the Association, as prepared by an independent accountant in accordance with Florida Statute §720.303(7)(2011) as amended from time to time.

Section 6. Insurance. The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Association.

Section 7. Expenses. The receipts and expenditures of the Association may be created and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices and Florida Statutes §720.303(6)(2011) as amended from time to time.

ARTICLE XII ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Parcels, Association Property and the Common Property, provided that the Rules and Regulations shall be equally applicable to all members and uniform in application and effect.

ARTICLE XIII VIOLATIONS AND DEFAULTS

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, and, in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceedings, the Parcel Owner at fault shall be liable for court costs and the Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

Additionally, the Association shall have the authority to levy reasonable fines in accordance with Florida Statutes Section 720.305(2)(2011), Florida Statutes, as amended from time to time. Any fine of one thousand dollars (\$1000.00) or more and not paid within thirty (30) days from the date that it is levied shall be considered a charge on the land and continuing lien against the property and shall be enforceable by

the Association in the same manner as an assessment pursuant to Article 6 of the Declaration of Covenants and Restrictions for River Landing as recorded and amended from time to time in the public records of Martin County, Florida.

**ARTICLE XIV
AMENDMENT OF BY-LAWS**

These By-Laws may be amended, altered or rescinded by a majority vote of 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. Any member of the Association may propose an amendment to the Board, and the Board shall consider such proposal at its next meeting.

**ARTICLE XV
VALIDITY**

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

**ARTICLE XVI
CONSTRUCTION**


These By-Laws and the Articles of Incorporation of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order or priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

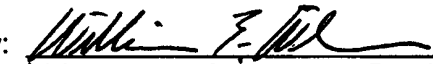
WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of River Landing Property Owners Association, Inc. were duly adopted by a majority of the Board of Directors, which vote was sufficient for approval, at a duly constituted meeting held on March 27, 2012.

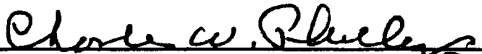
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this day of 6/28, 2012.

WITNESSES AS TO PRESIDENT:

RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.


Printed Name: JOHN SAFFRAN

By: 
William E. Wilson, President


Printed Name: CHARLES W. PHILLIPS

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 6/25, 2012,
by William Wilson, as President of River Landing Property Owners
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: Florida Driver License].

Notarial Seal

[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

RIVER LANDING PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Printed Name: JOHN SERRAN

By: [Signature]
Margaret G. Steigh Secretary

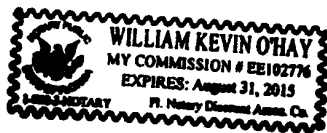
[Signature]
Printed Name: CHARLES W. PHILLIPS

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 6/28, 2012,
by MARGARET STEIGH, as Secretary of River Landing Property Owners
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: FLORIDA DRIVER LICENSE].

Notarial Seal



[Signature]
Notary Public

RECORD\RETURN TO:
Ross Earle & Bonan, P.A.
Post Office Box 2401, Stuart, Florida 34995