

WINDWARD ISLE

WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.

WINDWARD ISLE HOMEOWNERS' ASSOCIATION DOCUMENTS

Return to + prepared by:

Richard P Zaretsky
1055 Palm Beach Lks Blvd
West Palm Beach FL 33401

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WINDWARD ISLE AT RIVER BRIDGE

leg2/rb/169
1/29/86

B4925 P0679

1986 JUN 30 PM 4: 30

86 165123

TABLE OF CONTENTS

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

	<u>Page</u>
IV. ASSOCIATION NETWORK	7
1. MASTER ASSOCIATION	7
2. ASSOCIATION	7
V. MEMBERSHIP AND VOTING RIGHTS	8
1. MEMBERSHIP	8
2. VOTING	8
VI. RIGHTS, DUTIES AND OBLIGATIONS	9
1. RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION	9
2. IMPLIED RIGHTS	10
VII. MAINTENANCE	10
1. MAINTENANCE OF THE COMMON AREA	10
2. MAINTENANCE BY THE OWNER	10
VIII. INSURANCE AND CASUALTY LOSSES	11
1. INSURANCE	11
2. LOSS OR DAMAGE TO THE COMMON AREA	11
3. REPAIR AND RECONSTRUCTION	11
4. OTHER INSURANCE	11
5. DECLARER AND DEVELOPER AS NAMED INSURED	12
IX. CONDEMNATION	12
X. ASSESSMENTS AND LIEN	12
1. AUTHORITY OF ASSOCIATION	12
2. GENERAL ASSESSMENTS	12
3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS	13
4. SPECIAL ASSESSMENTS	13
5. EMERGENCY SPECIAL ASSESSMENTS	13
6. EFFECT OF NONPAYMENT OF ASSESSMENTS	14
7. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE	14
8. ASSESSMENTS MADE TO FINANCE LITIGATION AGAINST THE DECLARER OR THE DEVELOPER	15
9. EXEMPT PROPERTY	15
10. PAYMENTS BY DECLARER	15
XI. ARCHITECTURAL STANDARDS	15
1. ARCHITECTURAL REVIEW BY THE DEVELOPER	15
2. MODIFICATIONS COMMITTEE	16

	<u>Page</u>
XII. TRANSFER OF OWNERSHIP AND LEASING	16
1. NOTICE	16
2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS	17
3. FAILURE TO GIVE NOTICE	17
4. CERTIFICATES OF NOTICE AND APPROVAL	17
5. TRANSFERS VOID	18
6. EXCEPTIONS	18
XIII. PROHIBITED ACTIVITIES	18
1. GENERAL	18
2. COMMERCIAL ACTIVITIES	18
3. MOTOR BOATS	18
4. CLOTHES DRYING AREAS	18
5. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE, ETC.	19
6. ARTIFICIAL VEGETATION	19
7. ANTENNAE AND AERIALS	19
8. LITTER	19
9. SUBDIVISION AND PARTITION	19
10. TEMPORARY BUILDINGS, ETC.	19
11. BOATS, MOTOR VEHICLES, TRAILERS, ETC.	19
12. SIGNS	20
13. ANIMALS AND PETS	20
14. AUTOMOBILE STORAGE AREAS	20
15. INCREASE IN INSURANCE RATES	20
XIV. REMEDIES, WAIVER AND SEVERABILITY	20
1. REMEDIES FOR VIOLATIONS	20
2. WAIVER AND FAILURE TO ENFORCE	21
3. SEVERABILITY	22
4. PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF CERTAIN COVENANTS OF THIS DECLARATION	22
XV. DECLARER'S RIGHTS AND VETO POWER	23
1. DECLARER'S RIGHTS	23
2. VETO POWER	24
XVI. MORTGAGEES' RIGHTS	24
1. NOTICES OF ACTION	24
2. FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISION	25
XVII. INDEMNIFICATION OF DIRECTORS AND OFFICERS	26

	<u>Page</u>
XVIII. GENERAL PROVISIONS	26
1. AMENDMENT	26
2. ASSIGNMENT	27
3. OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING RIVER BRIDGE	27
4. HEADINGS, CAPTIONS AND TITLES	27
5. CONTEXT	27
6. ADDITIONAL USE RESTRICTIONS	27
7. RESTRICTIONS PREVAIL OVER LESS STRINGENT GOVERNMENT REGULATIONS	27
8. EFFECTIVE DATE OF THIS DECLARATION	28
XIX. TERM	28

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WINDWARD ISLE AT RIVER BRIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this ____ day of _____, 19__, by AMERICAN SOMAX VENTURES, a Florida General Partnership, (the "Declarer"), joined by RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC. a Florida Corporation Not-For-Profit (the "Master Association") and RIVER BRIDGE CORPORATION AND OLIVE TREE CORPORATION, both Delaware Corporations qualified to do business in the State of Florida (collectively, the "Developer").

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, Declarer hereby declares the property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions.

ARTICLE I

DEFINITIONS

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

Section 1. ARTICLES OF INCORPORATION OR ARTICLES shall mean and refer to the Articles of Incorporation of WINDWARD ISLE Homeowners' Association, Inc., a Florida Corporation Not-For-Profit attached hereto as Exhibit B and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

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

Section 3. ASSOCIATION shall mean and refer to WINDWARD ISLE Homeowners' Association, Inc., a Florida Corporation Not-For-Profit, and its successors and assigns.

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

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

Section 6. BYLAWS shall mean and refer to the Bylaws of WINDWARD ISLE Homeowners' Association, Inc., a Florida Corporation Not-For-Profit, attached hereto as Exhibit C and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

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

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

Section 9. "CLASS I LOTS" shall mean and refer to any Lot upon which a Residential Unit has been completed as evidenced by issuance of a Certificate of Occupancy by Palm Beach County, Florida.

Section 10. "CLASS II LOTS" shall mean and refer to any Lot which is unimproved or upon which construction of a Residential Unit has commenced but has not yet been completed, nor received a Certificate of Occupancy from Palm Beach County, Florida.

Section 11. COMMON AREA shall mean all personal and real property and improvements thereon owned by the Association for the common use and enjoyment of the Members.

Section 12. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, regarding the Common Area, or as may be otherwise determined by the Board of Directors.

Section 13. COMMON SURPLUS shall mean and refer to all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues in excess of the amount of Common Expenses.

Section 14. COUNTY shall mean and refer to Palm Beach County, Florida.

Section 15. DECLARATION shall mean and refer to this instrument and all Exhibits attached hereto, and as the same may be amended and supplemented from time to time.

Section 16. DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR RIVER BRIDGE OR MASTER ASSOCIATION DECLARATION shall mean and refer to the terms and provisions of that certain Declaration of Protective Covenants and Restrictions for River Bridge dated April 17, 1984, and recorded April 26, 1984, under Clerk's File No. 84090393, in Official Record Book 4221, commencing at Page 1759 and following in the Public Records of Palm Beach County, Florida, as the same may be further amended and supplemented from time to time.

Section 17. DECLARER shall mean and refer to American Somax Ventures, a Florida General Partnership, and its successors and assigns, but shall not include a Unit Owner or a lessee of a Unit who has acquired a Unit or any interest therein from the Declarer.

Section 18. DEVELOPER shall collectively mean and refer to River Bridge Corporation, a Delaware Corporation qualified to do business in the State of Florida, successor in interest to Pine Grove Corporation, and Olive Tree Corporation, a Delaware Corporation qualified to do business in the State of Florida, together doing business as River Bridge, and their successors or assigns if any such successor or assign acquires any right, title or interest to or in all or any portion of River Bridge, as hereinafter defined, from the Developer for the purpose of development and is designated by recorded documents executed by the Presidents or any other Officers of both River Bridge Corporation and Olive Tree Corporation as the Developer, and shall also refer to any assignee of River Bridge Corporation and/or Olive Tree Corporation, under the P.U.D. Agreement as hereinafter defined.

Section 19. DEVELOPMENT ORDER shall mean and refer to the Development Order adopted by Greenacres City on October 6, 1983, in the form of its Resolution 83-28, recorded on November 1, 1983, in Official Record Book 4075, Page 884, as amended by Resolution 83-36, recorded on November 29, 1983, in Official Record Book 4096, Page 1351, both in the Public Records of Palm Beach County, Florida.

Section 20. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit held by a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, the Declarer, or any other recognized lending institution.

Section 21. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE OR MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage which is also a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, the Declarer, or any other recognized lending institution.

Section 22. LOT shall mean and refer to any plot of land numerically designated and shown or described in any recorded plat within the real property which is subject to this Declaration, with the exception of the Common Area, as herein defined.

Section 23. MASTER ASSOCIATION shall mean and refer to River Bridge Property Owners' Association, Inc., a Florida Corporation Not-For-Profit, its successors and assigns.

Section 24. MASTER ASSOCIATION ASSESSMENT OR M.A. ASSESSMENT shall mean and collectively refer to a share of the funds required for the payment of expenses incurred by the Master Association in accordance with the Master Association Documents, as hereinafter defined, special assessments, emergency special assessments, and all other fees, charges and fines levied by the Master Association.

Section 25. MASTER ASSOCIATION DOCUMENTS shall mean and refer to the Planned Unit Development Agreement, the Master Association Declaration, and the Articles of Incorporation of the Master Association and Bylaws of the Master Association, as all of such terms may be defined herein, and as all of the same may be amended and supplemented from time to time.

Section 26. MEMBER shall mean and refer to every Unit Owner who shall be required to hold membership in the Association, upon acquisition of title to his Unit.

Section 27. MEMBER OF THE MASTER ASSOCIATION shall mean and refer to any association, condominium association, builder, the Developer, or other individual or entity, who shall together comprise the membership of the Master Association in accordance with the Master Association Documents. An individual owner of a Lot who acquires title from the Declarer is not a Member of the Master Association.

Section 28. OWNER OR UNIT OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property and shall not include those having merely a security interest for the performance of an obligation in the Property.

Section 29. PROPERTY shall mean the property described in Exhibit "A" and any additional property which may be made subject to this Declaration by virtue of amendment hereto.

Section 30. P.U.D. OR P.U.D. AGREEMENT shall mean and refer to the Planned Unit Development Agreement between the City and the Developer, respectively, dated February 17, 1984, and recorded in Official Record Book 4186, Page 1703, in the Public Records of the County, as amended or as may hereinafter be amended.

Section 31. RESIDENTIAL UNIT OR UNIT shall refer to any dwelling Unit constructed on a Lot or Lots together with other improvements constructed thereon within the Property for use and occupancy as a residence by a single family.

Section 32. RIVER BRIDGE shall mean and refer to that Planned Unit Development which is located in Greenacres City, Palm Beach County, Florida, and is known as River Bridge, as same is legally described in the P.U.D. Agreement.

Section 33. SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the Development Order and the P.U.D. Agreement.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

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

ARTICLE III

PROPERTY RIGHTS

Section 1. TITLE TO THE COMMON AREA. Title to the Common Area within the Property shall be dedicated by the Declarer to the Association

free and clear of all encumbrances before the first Lot is conveyed to an Owner.

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

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

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

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

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

(e) Ingress and Egress Easements for Lots. An easement for ingress and egress from and to each Lot and to the Common Area.

(f) Security System. An easement for any security system which may be constructed in or on the Property, or as may be required for security purposes by the Board in order adequately to secure all or any portion of the Property, and any improvements thereon.

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

B4925 P0689

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

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

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

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

ARTICLE IV

ASSOCIATION NETWORK

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

Section 2. ASSOCIATION. The Declarer has caused to be incorporated, WINDWARD ISLE Homeowners' Association, Inc., a Florida Corporation Not-For-Profit, in accordance with the Articles of Incorporation, a copy of which is attached hereto and made a part hereof as Exhibit "B". The Association has not been formed, organized, or incorporated in such a manner to qualify for tax exempt status under any provision of the Internal Revenue Code. It shall have the duties imposed in its Articles of Incorporation and Bylaws, and in accordance with this Declaration. The Association is or will become vested with primary authority and control over all of the Common Area and is or will become the owner of all real and personal property known as the Common Area. The Association is the organization with the sole responsibility to make and collect Assessments from all Members, which Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any Owner, the Declarer, or the Developer, as more fully set forth in Article X of this Declaration. The charges levied by the Master Association are separate, apart and in addition to the charges referred to herein. The Association shall have

the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B Member shall be the Declarer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) Five years after date of transfer of title of the first Residential Unit, or
- (b) Upon the Declarer conveying title to all single family Residential Units located within the Property.

ARTICLE VI

RIGHTS, DUTIES AND OBLIGATIONS

Section 1. RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION. The operation of the Property shall be vested in the Association and exercised pursuant to the Association documents and subject to control by the Master Association as exercised pursuant to the Master Association Documents, and further subject to the Master Association Documents, Association documents and to any other agreements, easements or restrictions affecting title to these lands and to which Declarer is a party. Every Unit Owner, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Master Association Documents and the Association documents. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

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

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

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

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

Master Association Documents and/or the Association Documents as the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal provided the same does not violate the requirements of the Master Association Documents and/or the Association Documents.

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

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

ARTICLE VII

MAINTENANCE

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

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

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

- (a) To maintain, protect, repair and replace, at his own cost and expense, all portions of his Lot together with all improvements, including landscaping and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. In the event that an Owner shall fail to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a reasonable right of entry to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. The cost of such emergency repairs and other work deemed reasonably necessary for the proper maintenance and operation of the Property by the Board of Directors shall be added to and become part of the Assessment to which the Lot is subject.

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

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

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

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

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

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

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

Section 5. DECLARER AND DEVELOPER AS NAMED INSUREDS. Any policy of insurance, of whatever nature, which insures any risk connected with the Property, shall provide that both the Declarer and the Developer are named insureds along with any other named insureds so long as the Declarer owns any portion of the Property, and/or the Developer owns any property in River Bridge.

ARTICLE IX

CONDEMNATION

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

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarer and at least seventy five (75%) percent of the Class A Members of the Association and the Board of Directors and the Board of Governors shall otherwise agree, the Association shall restore or replace such improvement so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors and the Board of Governors.

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

ARTICLE X

ASSESSMENTS AND LIEN

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

Section 2. GENERAL ASSESSMENTS. General assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Area, and for the purpose of promoting the safety and the welfare of the Members. Without limiting the foregoing, general assessments shall be used for the payment of: operation, maintenance and management of the Association and the Common Area; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees; maintenance of the streets and streetscape within the Property; security costs; management fees; normal repairs and

04925 PUB73

replacements; charges for utilities used upon the Common Area; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

Section 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS. The Association through its Board of Directors shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Members owning Class II Lots shall be assessed at one-half the rate of Members owning Class I Lots.

General assessments shall be collected in advance monthly or otherwise as the Board in its sole discretion may determine. Classification of Lots as either Class I Lots or Class II Lots shall be determined for each Assessment period.

It shall be the duty of the Board, at least sixty (60) days, but no more than ninety (90) days, prior to the commencement of the fiscal year and thirty (30) days before the meeting at which the budget shall be presented to the Membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include operating accounts or reserve funds as the Board deems appropriate. The Board shall cause a copy of the budget, and the amount of the general assessment to be levied against each Member for the following year, to be delivered to each Member at least fourteen (14) days prior to the meeting. The budget and the general assessment shall become effective upon approval by a majority of the members of the Board of Directors present at the budget meeting at which there is a quorum as defined in the Bylaws.

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

Section 5. EMERGENCY SPECIAL ASSESSMENTS. The Association may levy an emergency special assessment when, in the sole determination of

B4425 P0696

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

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

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

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

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

Section 8. ASSESSMENTS MADE TO FINANCE LITIGATION AGAINST THE DECLARER OR THE DEVELOPER. In the event the Association, on its behalf or on behalf of some or all of its Members, commences to or seeks to commence litigation against the Declarer or the Developer based on matters related to the Property or River Bridge and, in regard to such litigation attempts to levy an Assessment of any nature, to finance such contemplated or actual litigation or an appeal therefrom, that portion of the Property which is owned by the Declarer or the Developer shall be exempt from such Assessment.

Nothing contained in the foregoing shall relieve the Declarer or the Developer of its obligation to pay Assessments on the Property where required to do so, provided such Assessments are not used for the purpose of financing litigation, or appeals therefrom, against the Declarer or the Developer.

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

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

(b) The Common Area of the Property.

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

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

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 1. ARCHITECTURAL REVIEW BY THE DEVELOPER. The Developer shall have exclusive jurisdiction in aesthetic matters over all original construction on any portion of the Property. The Developer shall prepare, promulgate and publish architectural standards and procedures which the Declarer shall be required to comply with. The Developer shall have full authority to prepare and to amend the standards and procedures

as it deems appropriate. The Developer may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than local standards prescribed in applicable building, zoning, or other local governmental codes.

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

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

ARTICLE XII

TRANSFER OF OWNERSHIP AND LEASING

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

Section 1. NOTICE

(a) Sale. A Member intending to make a bona fide sale of his Residential Unit, or any interest therein, shall give to the Master Association, with a copy to the Association, notice of such intention, in

writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Master Association and the Association may reasonably require.

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

Section 2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give to the Master Association, with a copy to the Association, notice of the acquisition of title, together with such information concerning the Owner as the Association and the Master Association may require.

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

Section 4. CERTIFICATES OF NOTICE AND APPROVAL.

(a) Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and information, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association. The Association shall have the right to charge the Member a reasonable fee for the processing of this information.

(b) In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, agents, licensees or invitees are not in compliance with any provisions of this Declaration, the Master Association Declaration, or any Rules and Regulations adopted by the Association or the Master Association, the Master Association and the Association shall each have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10)

B4925 PUTU

days after receipt of notice and information. In the event the delinquent Assessment is paid or the violation is corrected, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association and any Officer of the Master Association, within ten (10) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected.

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

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

ARTICLE XIII

PROHIBITED ACTIVITIES

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

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

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

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

84925 P 101

Section 5. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE, ETC. Except for the Developer's and Declarer's acts and activities in the development of the Property, no sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made which results in any permanent change in the flow or drainage of surface water of or within River Bridge, without the prior written consent of the Board, and the South Florida Water Management District.

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

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

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

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

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

Section 11. BOATS, MOTOR VEHICLES, TRAILERS, ETC. No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, except in connection with construction, development or sales activities permitted under this Declaration, not including four-wheel passenger automobiles, shall be parked or stored on the Property except within a Residential Unit or designated parking areas, unless for temporary periods when lawful and permitted work is being conducted on the property, (e.g., deliveries or repairs to a Residential Unit) but in no event overnight, and except for such four-wheel noncommercial vehicles that the Association shall specifically approve in writing prior to their being placed, parked or stored on the Property. No maintenance or repair work shall be performed on or upon any of the above named vehicles, except within a Residential

Unit and totally isolated from public view. In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section, and, in addition, the right to tow away, or cause to be towed away, any boat, motor vehicle, trailer, etc., placed, parked or stored within the Property in violation of this Section. The amount of the fines and procedures for towing shall be established by the Board in its sole discretion. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member and shall become a lien upon his Lot or Residential Unit and shall become effective, and shall be enforced and collected, in the manner provided in Article VII relating to the maintenance of the Property.

Section 12. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit, except for the following:

(a) The Declarer may place professional signs on the Property, advertising the Property for sale, subject to the requirements of the Master Association Declaration.

(b) The size and design of all signs except those described in subsection (a) shall be subject to approval by the Board.

Section 13. ANIMALS AND PETS. Only common household pets may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever. There shall be no more than two (2) dogs, two (2) cats, or one (1) dog and one (1) cat per Residential Unit. Dogs shall not exceed forty (40) pounds in weight per dog. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. No external runs or pens shall be constructed for pets without approval of the Board. Under no circumstances shall animals be permitted within the Common Area, unless in a section of the Common Area expressly designated for their use by the Board.

Section 14. AUTOMOBILE STORAGE AREAS. No automobile garage shall be enclosed or converted to another use.

Section 15. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property not owned by the Member.

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give to the Declarer and/or the Association and/or any aggrieved Members jointly and

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

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

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

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

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

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

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

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

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

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

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

(c) Hearing. The hearing shall be held by the Covenants Committee pursuant to the notice and shall afford to the Member or occupant reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the copy of the notice together with a statement of the date and manner of delivery is entered by the Officer, Director, or agent who delivered such notice. Delivery in U.S. mail shall be presumed to be

good delivery. The notice requirement shall be deemed satisfied if the Member or occupant allegedly in violation appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the alleged violator or aggrieved party shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Management Agent, President, or Secretary of the Association within thirty (30) days after the hearing date. Upon receipt of such notice of appeal by the Board, the Board shall have thirty (30) days to affirm or overrule the actions taken by the Covenants Committee.

ARTICLE XV

DECLARER'S RIGHTS AND VETO POWER

Section 1. DECLARER'S RIGHTS. The Declarer hereby reserves to itself, and the grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Declarer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members, so long as the Declarer owns any portion of the Property, including property owned by the Declarer as the result of any reconveyance of the Property, or until the Declarer causes to be recorded in the Public Records of Palm Beach County, Florida, a Certificate of Termination of Interest in the Property which Certificate terminates any and all right, title, interest and obligation of the Declarer in the Property.

(a) The right to dispense pesticides throughout the Property;

(b) The right to establish easements for itself over any portion of the Property owned by the Declarer;

(c) The right to maintain Lots and the Residential Units situated thereon if the Members fail to do so, including, wherever there shall have been built on any Lot any structure or improvement which is in violation of this Declaration, the right to enter in and upon the said Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member;

(d) The right to maintain an easement, for construction staging purposes, across any Lot within the Property; and

So long as the Declarer retains control of the Board of Directors of the Association, the Declarer shall have the right to appoint Members of the Board of Directors, in accordance with the Bylaws of the Association and to approve or disapprove the appointment of all Officers of the Association. In the event the Declarer shall enter into any contracts or other agreements for the benefit of the Members, the Declarer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

84925 PU 106

Section 2. VETO POWER. The Declarer hereby expressly reserves to itself, and any grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Declarer shall have the right to veto any or all of the following events so long as the Declarer owns any part of the Property, including property owned by the Declarer as the result of any reconveyance of the Property, or until the Declarer causes to be recorded a Certificate of Termination of Interest in the Property, which Certificate terminates any and all right, title, interest and obligation of the Declarer in the Property:

(a) Any or all Association budgets, annual or otherwise which constitute an increase or reduction of at least fifteen (15%) percent over the prior year's budget;

(b) Attempted amendment of this Declaration, or any exhibits hereto;

(c) Any management contracts entered into by the Association or the Board;

(d) Any reduction made to any security system within the Property;

(e) Attempted relocation or removal of any recreational facilities or amenities within the Property;

(f) Any assessment for capital improvements which are imposed by the Association on any portion of the Property owned by the Declarer;

(g) Any settlement of any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Area;

(h) Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property;

(i) Any attempted dissolution of the Association by a vote of the Members of the Association; and

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

ARTICLE XVI

MORTGAGEES' RIGHTS

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

Section 1. NOTICES OF ACTION. A holder, insurer, or guarantor of a Institutional First Mortgage, which provides written request to the

Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number or street address of the mortgaged premises), thereby becoming an "eligible holder", will be entitled to timely written notice of:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

ARTICLE XVIII

GENERAL PROVISIONS

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

Prior to the sale of the last Residential Unit to a Member, the Declarer may amend this Declaration on its own initiative with the consent of the Developer.

In addition, the Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed

by Members holding not less than three-fourths (3/4) of the voting interests of the membership, provided that, so long as either the Developer or the Declarer is the Owner of any Lot or any property affected by this Declaration or amendment hereto, no amendment will be effective without the Declarer's and/or the Developer's express written consent.

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

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

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

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

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

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

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

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

ARTICLE XIX

TERM

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

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

DECLARER:

AMERICAN SOMAX VENTURES,
A Florida General Partnership

By: American Home Development
Corp.
Partner

Attest:

Arthur Zaretsky
asst. sec.

Paul Moskowitz
Paul Moskowitz, President

and

By: Somax Development Corp.,
Partner

Attest:

Arthur Zaretsky
asst. sec.

Richard P. Zaretsky
Richard P. Zaretsky, President

B4925 P0711

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Paul Moskowitz, and Esther A. Zaretsky who are the President and Assistant Secretary, respectively, of American Home Development Corp., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument in the name of and on behalf of said corporation; that as such corporate officers, they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 13th day of March, 1986.

Sharon N. Chisholm
Notary Public, State of
Florida at Large
My Commission Expires:

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

Notary Public, State Of Florida At Large
Commission Expires May 30, 1987
Bonded By SAFECO Insurance Company of America

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Richard P. Zaretsky, and Esther A. Zaretsky who are the President and Asst. Secretary, respectively, of Somax Development Corp., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument in the name of and on behalf of said corporation; that as such corporate officers, they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 13th day of March, 1986.

Sharon N. Chisholm
Notary Public, State of
Florida at Large
My Commission Expires:

Notary Public, State of Florida At Large
Commission Expires May 30, 1987
Bonded By SAFECO Insurance Company of America

04425 FUIIE

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 13, Lots 32 through 36 and Tract A, all as shown on the Plat of Windward Isle as recorded in Plat Book 51, Pages 195 through 197, Public Records of Palm Beach County, Florida; and

a parcel of land situate in Sections 10 and 15, Township 44, South, Range 42, East, Greenacres City, Palm Beach County, Florida, being also a portion of Tract B of Windward Isle as recorded in Plat Book 51, Pages 195 through 197, Public Records of Palm Beach County, Florida.

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 44 SOUTH, RANGE 42 EAST; THENCE $N02^{\circ}24'55''E$ ALONG THE WEST LINE OF SAID SECTION 10 ALSO BEING THE WEST BOUNDARY OF SAID WINDWARD ISLE, A DISTANCE OF 58.00 FEET; THENCE $N88^{\circ}55'21''E$, CONTINUING ALONG THE SAID WEST BOUNDARY, A DISTANCE OF 30.00 FEET; THENCE $N00^{\circ}49'26''W$, A DISTANCE OF 98.15 FEET; THENCE DEPARTING FROM SAID WEST BOUNDARY, $N89^{\circ}10'34''E$, A DISTANCE OF 55.00 FEET TO INTERSECT THE EAST LINE OF SAID TRACT B OF WINDWARD ISLE; THENCE ALONG A PORTION OF THE EAST LINE OF SAID TRACT B, $S00^{\circ}49'26''E$, A DISTANCE OF 231.40 FEET TO A POINT OF THE ARC OF A CURVE, HAVING A RADIUS OF 169.99 FEET FROM WHICH A RADIAL LINE BEARS $S48^{\circ}13'54''E$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF $63^{\circ}14'55''$, A DISTANCE OF 187.65 FEET; THENCE $S30^{\circ}49'26''E$, A DISTANCE OF 126.75 FEET TO INTERSECT THE SOUTH BOUNDARY LINE OF SAID WINDWARD ISLE; THENCE DEPARTING FROM SAID EAST LINE OF TRACT B AND RUNNING ALONG SAID SOUTH BOUNDARY LINE, $S89^{\circ}19'45''W$, A DISTANCE OF 140.45 FEET TO INTERSECT THE WEST LINE OF SAID SECTION 15, TOWNSHIP 44 SOUTH, RANGE 42 EAST: THENCE $N02^{\circ}47'28''E$ ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 360.32 FEET TO THE POINT OF BEGINNING.

04425 P0113

JOINDER OF RIVER BRIDGE
PROPERTY OWNERS' ASSOCIATION, INC.

RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida Corporation Not For Profit consents and joins
into the making of the Declaration of Covenants,
Conditions and Restrictions for Windward Isle at River
Bridge.

RIVER BRIDGE PROPERTY OWNERS'
ASSOCIATION, INC.

Attest:

Paul E. Sklansky
Paul E. Sklansky
Secretary

By:

John J. Simons, Jr. (SEAL)
John J. Simons, Jr.
President

STATE OF FLORIDA)

COUNTY OF Duval)

BEFORE ME, the undersigned authority, personally appeared John
J. Simons, Jr. and Paul E. Sklansky, who acknowledged before me that
they, as officers of said corporation, executed this Joinder, and that
the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal at said County and State, this 10th day of February,
1986.

Myron L. Woods
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES
12-31-1987



JOINDER OF OLIVE TREE CORPORATION

OLIVE TREE CORPORATION, a Delaware corporation qualified to do business in the State of Florida, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for Windward Isle at River Bridge.

OLIVE TREE CORPORATION

Attest: Paul E. Sklansky
Paul E. Sklansky
Assistant Secretary

By: John J. Simons, Jr. (SEAL)
John J. Simons, Jr.
Vice President

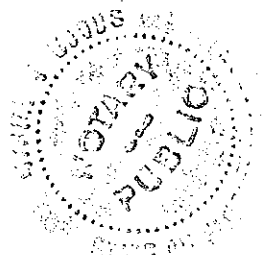
STATE OF FLORIDA)
COUNTY OF Duval Beach)

BEFORE ME, the undersigned authority, personally appeared John J. Simons, Jr. and Paul E. Sklansky, who acknowledged before me that they, as officers of said corporation, executed this Joinder, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 10th day of February, 1986.

Margaret J. Woods
Notary Public

My Commission Expires:



84925 P0715

JOINDER OF RIVER BRIDGE CORPORATION

RIVER BRIDGE CORPORATION, a Delaware corporation qualified to do business in the State of Florida, consents and joins into the making of the Declaration of Covenants, Conditions and Restrictions for Windward Isle at River Bridge.

RIVER BRIDGE CORPORATION

Attest: Paul E. Sklansky
Paul E. Sklansky
Assistant Secretary

By: John J. Simons, Jr. (SEAL)
John J. Simons, Jr.
Vice President

STATE OF FLORIDA)

COUNTY OF Polk)

BEFORE ME, the undersigned authority, personally appeared John J. Simons, Jr. and Paul E. Sklansky, who acknowledged before me that they, as officers of said corporation, executed this Joinder, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 10th day of February, 1986.

Margaret J. Wood
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 12/31/86



84425 PU 116

State of Florida



Department of State

I certify that the attached is a true and correct copy of the
Articles of Incorporation of WINDWARD ISLE
HOMEOWNERS' ASSOCIATION, INC., a corporation
organized under the Laws of the State of Florida, filed on
June 2, 1986, as shown by the records of this office.

The document number of this corporation is N15189.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of June, 1986.



George Firestone

George Firestone
Secretary of State

FILED
1966 JUN -2 PM 12:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.

A Florida Corporation Not for Profit

Exhibit "B" to Declaration of
Covenants, Conditions and Restrictions
for WINDWARD ISLE at River Bridge

07725 JUL 10

INDEX TO
ARTICLES OF INCORPORATION OF
WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.
A Florida Corporation Not for Profit

	<u>Page</u>
I. NAME AND PRINCIPAL PLACE OF BUSINESS	1
II. PURPOSE	1
III. POWERS	1
Section 1. COMMON LAW AND STATUTORY POWERS	2
Section 2. NECESSARY POWERS	2
Section 3. FUNDS AND TITLE TO PROPERTIES	3
Section 4. LIMITATIONS	3
IV. MEMBERSHIP AND VOTING RIGHTS	3
V. BOARD OF DIRECTORS	3
VI. OFFICERS	4
VII. INDEMNIFICATION OF OFFICERS AND DIRECTORS	4
VIII. SUBSCRIBERS	4
IX. BYLAWS	5
X. AMENDMENTS	5
XI. REGISTERED AGENT AND REGISTERED OFFICE	6
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED	7
ACKNOWLEDGMENT	7

ARTICLES OF INCORPORATION
OF
WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.

FILED

1986 JUN -2 PM 12:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WE, the undersigned, being of full age and competent to contract in the State of Florida do, in accordance with the provisions of Chapter 617, Florida Statutes, hereby voluntarily associate ourselves to make, subscribe, acknowledge and file in the office of the Secretary of State, State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided:

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation shall be WINDWARD ISLE Homeowners' Association, Inc., hereinafter referred to as the "Association" and its duration shall be perpetual. The principal office of the Association shall initially be located at:

1655 Palm Beach Lakes Boulevard, Suite 900
West Palm Beach, Florida 33401

or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a corporation not for profit 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, Conditions and Restrictions for WINDWARD ISLE at River Bridge (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach 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:

B4925 P0120

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 including, but not limited to, those powers set forth and described in Chapter 617, Florida Statutes, as the same may be amended from time to time, together with, or as limited by, those powers conferred on the Association by the Declaration, these Articles, and the Bylaws of the Association, all as may be amended from time to time.

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 Common Area 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 Common Area and the improvements located thereon;

E. To reconstruct improvements upon the Common Area after casualty;

F. To make and amend the Bylaws and Rules and Regulations of the Association respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Common Area;

H. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations of the Association;

I. To provide for management and maintenance, and, in its discretion, to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as collection of assessments, preparation of records, enforcement schedules and maintenance of the Common Area. 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, the promulgation of Rules and Regulations, and the execution of contracts on behalf of the Association;

J. 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, and convey real and personal property;

K. To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not for profit under

the laws of the State of Florida as those laws now exist or as they may hereafter provide.

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.

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 AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Declaration and Bylaws.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. Until such time as the Declarer relinquishes control of the Association, as described in the Declaration and Bylaws, the Declarer shall have the right to appoint a majority of the members of the Board of Directors. Further, no Director appointed by the Declarer or the Board of Governors need be a Member; however, all Directors elected by Members other than the Declarer or the Board of Governors must be Members. The initial Board shall consist of three (3) Directors, two (2) of whom shall be appointed by the Declarer, and one (1) of whom shall be appointed by the Board of Governors. The Declarer shall be entitled at any time, and from time to time, to remove or replace any Director originally appointed by the Declarer. The Declarer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
Paul Moskowitz	1655 Palm Beach Lakes Blvd. Suite 900 West Palm Beach, FL 33401
Richard P. Zaretsky	1655 Palm Beach Lakes Blvd. Suite 900 West Palm Beach, FL 33401
John J. Simons, Jr.	4440 P.G.A. Blvd., Suite 601 Palm Beach Gardens, FL 33410

ARTICLE VI

OFFICERS

The Officers named herein shall serve until replaced by the Declarer or until the first regular meeting of the Board of Directors, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as the Declarer retains control of the Association, as defined in the Declaration, no Officer elected by the Board shall serve the Association until such time as the Declarer approves the Officer. Upon the election of an Officer by the Board of Directors, whether the election occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed Officer or Officers, as the case may be, in writing, to the Declarer. The Declarer shall approve or disapprove said Officer, or Officers, within twenty (20) days after receipt of said name or names. In the event the Declarer fails to act within such time period, such failure shall be deemed approval by the Declarer. The initial Officers shall consist of a President, Vice President, Secretary, and Treasurer. The following persons shall serve as initial Officers of the Association:

<u>NAME</u>	<u>TITLE</u>
Paul Moskowitz	President
Esther A. Zaretsky	Vice President
Richard P. Zaretsky	Secretary
Paul Moskowitz	Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Officer and Director of the Association shall be indemnified by the Association as provided in the Declaration.

ARTICLE VIII

SUBSCRIBERS

The names and addresses of the incorporators and subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Paul Moskowitz	1655 Palm Beach Lakes Blvd. West Palm Beach, FL 33401
Richard P. Zaretsky	1655 Palm Beach Lakes Blvd. West Palm Beach, FL 33401

Esther A. Zaretsky

1655 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

ARTICLE IX

BYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration. Until such time as the Declarer relinquishes control of the Association, and/or the Developer relinquishes control of the Master Association, no amendments to the Bylaws shall be effective unless the Declarer and/or the Developer shall have joined in and consented thereto in writing.

ARTICLE X

AMENDMENTS

SECTION 1. Alteration, amendment or rescission of these Articles shall be proposed and adopted in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment, and directing that it be submitted to a vote at a meeting of the Members, which may be either at the annual or a special meeting.

(b) Written notice setting forth a proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon, which meeting may not occur less than ten (10) days nor later than thirty (30) days from the giving of notice of the meeting to consider the proposed amendment.

(c) At such meeting of the Members, a vote of the Members entitled to vote thereon, as provided in the Declaration, shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Members.

SECTION 2. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

SECTION 3. If all of the Members eligible to vote sign a written statement manifesting their intentions that an amendment to the Articles be adopted, then the amendment shall thereby be adopted as though the procedure set forth in Section 1 of this Article has been satisfied.

SECTION 4. For so long as either the Developer or the Declarer is the Owner of any lot or any property affected by these Articles or amendment hereto, no amendment will be effective without the Declarer's and/or the Developer's express written consent.

These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in Florida Statute Chapter 617.

84925 PU124

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Richard P. Zaretsky whose street address is 1655 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, we, the undersigned, being each of the subscribers hereto, have hereunto set our hands and seals, at the City of West Palm Beach, Florida County, State of Florida this 3rd day of February, 1986.

Signed, sealed and delivered
in the presence of:

Sharon Morrison
Mary S. Jeter
Mary S. Jeter
Sharon Morrison

[Signature] (SEAL)
Richard P. Zaretsky
Paul Moskowitz

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 3rd day of Feb, 1986, by Paul Moskowitz, Richard P. Zaretsky and Esther A. Zaretsky, the incorporators and subscribers named therein.

Sharon Morrison
Notary Public, State of Florida
at Large

My Commission Expires:

Leg2/RB/168
6/12/85

84925 P0125

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

FILED
1986 JUN -2 PM 12:34
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

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

THAT, WINDWARD ISLE Homeowners' Association, Inc., desiring to
organize under the laws of the State of Florida, with its principal
offices at Suite 900, 1655 Palm Beach Lakes Boulevard, West Palm Beach,
Florida 33401, has named Richard P. Zaretsky, whose address is Suite 900,
1655 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401, as its
agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

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

Dated this 3rd day of February, 1986

By: [Signature]
Registered Agent - Florida

B4925 P0726

✓ Prepared + Return to:
Richard A. Zinetsky
1655 Palm Beach Lakes Blvd
West Palm Beach, Fla.
33401

BYLAWS
OF
WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.

Exhibit "C" to Declaration of
Covenants, Conditions and Restrictions
for WINDWARD ISLE at River Bridge

B4925 P0121

INDEX TO
BYLAWS OF WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.

	<u>Page</u>
I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS	1
1. NAME	1
2. PRINCIPAL OFFICE	
3. DEFINITIONS	1
II. THE ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	1
1. MEMBERSHIP	1
2. PLACE OF MEETINGS	1
3. ANNUAL MEETINGS	1
4. SPECIAL MEETINGS	1
5. NOTICE OF MEMBERSHIP MEETINGS	2
6. WAIVER OF NOTICE	2
7. ADJOURNMENT OF MEETINGS	2
8. VOTING	2
9. PROXIES	3
10. MAJORITY	3
11. QUORUM	3
12. CONDUCT OF MEETINGS	3
13. ACTION WITHOUT A MEETING	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	4
A. <u>COMPOSITION AND SELECTION</u>	4
1. GOVERNING BODY; COMPOSITION	4
2. DIRECTORS DURING DECLARER CONTROL	4
3. NUMBER OF DIRECTORS	4
4. NOMINATION OF DIRECTORS	4
5. TERM OF OFFICE	5
6. REMOVAL OF DIRECTORS	5
7. VOTING PROCEDURE FOR DIRECTORS	5
B. <u>MEETINGS</u>	5
8. ANNUAL MEETINGS	5
9. REGULAR MEETINGS	5
10. SPECIAL MEETINGS	6
11. WAIVER OF NOTICE	6
12. QUORUM OF BOARD OF DIRECTORS	6
13. COMPENSATION	6

B4925 P0128

	<u>Page</u>
14. CONDUCT OF MEETINGS	6
15. OPEN MEETINGS	7
16. EXECUTIVE SESSION	7
17. ACTION WITHOUT A FORMAL MEETING	7
C. <u>POWERS AND DUTIES</u>	7
18. POWERS	7
19. MANAGEMENT AGENT	8
20. ACCOUNTS AND REPORTS	9
21. BORROWING	9
22. RIGHTS OF THE ASSOCIATION	10
23. HEARING PROCEDURE	10
24. DECLARER'S RIGHTS AND VETO POWER	10
IV. OFFICERS	10
1. OFFICERS	10
2. ELECTION, TERM OF OFFICE, AND VACANCIES	10
3. REMOVAL	10
4. POWERS AND DUTIES	11
5. RESIGNATION	11
6. AGREEMENTS, CONTRACTS, DEEDS AND LEASES	11
7. COMPENSATION	11
V. COMMITTEES	11
1. GENERAL	11
2. COVENANTS COMMITTEE	11
VI. MISCELLANEOUS	12
1. FISCAL YEAR	12
2. PARLIAMENTARY RULES	12
3. CONFLICTS	12
4. BOOKS AND RECORDS	12
5. NOTICES	12
6. AMENDMENT	13
7. VALIDITY	13

BYLAWS
OF
WINDWARD ISLE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. NAME. The name of the Association shall be WINDWARD ISLE Homeowners' Association, Inc., hereinafter referred to as the "Association".

Section 2. PRINCIPAL OFFICE. The initial principal office of the Association shall be located at Suite 900, 1655 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401. The Association may have such other office or offices as the Board of Directors may determine.

Section 3. DEFINITIONS. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for WINDWARD ISLE at River Bridge (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

THE ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

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

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

Section 3. ANNUAL MEETINGS. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting shall be held on the third Tuesday of February at such hour as may be determined by the Board of Directors.

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

the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. Notice of the time and place for the recalled meeting shall be posted in a conspicuous place in the Common Area of the Association. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if, for any reason, a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 5 of this Article.

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

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

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. A proxy may be given to any Member or Director of the Association, or to any Governor of the Master Association. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her Lot within the Property or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the death or judicially declared incompetence of that Member. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. The Board of Directors may authorize the issuance of absentee ballots in its sole discretion, which may be consolidated with the proxy into a single document.

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

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

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

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

B4925 P0132

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. COMPOSITION AND SELECTION

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

Section 2. DIRECTORS DURING DECLARER CONTROL. A majority of the Directors on the Board shall be appointed by the Declarer, acting in its sole discretion and shall serve at the pleasure of the Declarer until the last Lot or Residential Unit is sold by the Declarer to a Member. The Declarer may earlier surrender this right to appoint Directors. The Declarer shall notify the Secretary of the Association of the Directors which it is appointing to the Board thirty (30) days prior to the annual meeting.

The Directors appointed by the Declarer need not be Members of the Association. For so long as the Developer holds any property for sale at River Bridge, at least one member of the Board of Directors shall be appointed by the Board of Governors. All Directors who are not appointed by the Declarer or the Board of Governors shall be Members of the Association.

In the event that, in accordance with the Declaration, a Certificate of Termination is filed by the Declarer, the President shall call a special reorganization meeting of the Members to determine how seats shall thereafter be held on the Board by Class A Members.

Section 3. NUMBER OF DIRECTORS. The number of Directors on the Board shall be not less than three (3) nor more than five (5), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of three (3) members, two (2) of whom shall be appointed by the Declarer, and one (1) of whom shall be appointed by the Board of Governors.

Section 4. NOMINATION OF DIRECTORS. Nominations may be made by the Nominating Committee or as hereinafter provided. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one (1) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Solicitation of proxies without disclosure of candidacy shall not be permitted.

B7925 P0133

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

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

In the event of death, resignation or removal of a Director, his successor shall be elected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

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

B. MEETINGS

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

Section 9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area and shall be communicated to Directors in the manner set forth in Section 11 of this Article, but not less than forty-eight (48) hours, prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who may sign a waiver of notice or a written consent to holding of the meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association, or by a majority of the members of the Board of Directors.

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

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

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

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

Section 14. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a

minute book for the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, any Director designated by the President shall act in his place and stead. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time.

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

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

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

C. POWERS AND DUTIES

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

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

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(b) making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of such Assessments, as more particularly set forth in the Declaration. (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses shall be due and payable by each Member in monthly installments.);

(c) collecting the Assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Association;

(d) opening of bank accounts on behalf of the Association and designating the signatories required;

(e) providing for the operation, care, upkeep, and maintenance of all of the Common Area;

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

(g) making and amending Rules and Regulations;

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

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

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

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

Section 19. MANAGEMENT AGENT.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (d), (g), and (i) of Section 19 of

this Article. The Declarer, the Developer, or an affiliate of either the Declarer or the Developer, may be employed as managing agent or manager.

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

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

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

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

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under;

(c) cash accounts of the Association may be commingled with any other accounts;

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

(e) any Institutional First Mortgagee shall, upon written request to the Board, receive a copy of the Association's annual financial report for the immediately preceding year.

Section 21. BORROWING. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association, provided, however, that subsequent to the sale of all Lots and Residential Units by the Declarer, the Board shall obtain membership approval in the same manner as set forth in Article X, Section 4, of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed

twenty (20%) percent of the annual budget of the Association for that fiscal year.

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

Section 23. HEARING PROCEDURE. The Board shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for violations of these Bylaws unless and until the procedure as set forth in Article XIV, Section 4 of the Declaration is followed.

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

ARTICLE IV

OFFICERS

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

Section 2. ELECTION, TERM OF OFFICE, AND VACANCIES. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

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

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

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

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

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

ARTICLE V

COMMITTEES

Section 1. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Such committees shall be in addition to those hereinafter described.

Section 2. COVENANTS COMMITTEE. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

B4925 P0740

ARTICLE VI

MISCELLANEOUS

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

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

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

Section 4. BOOKS AND RECORDS.

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

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records by any authorized person desiring to make the inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested by any authorized person.

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

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

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

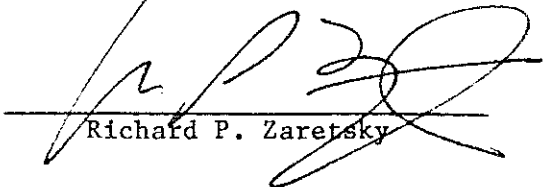
(b) if to the Association, the Board of Directors, or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. AMENDMENT. Prior to the sale of the first Residential Unit, the Declarer may, with the consent of the Developer, amend these Bylaws.

These Bylaws may be otherwise amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration or the Articles of Incorporation or the Master Association Declaration. Until such time as the Declarer relinquishes control of the Association, and/or the Developer relinquishes control of the Master Association, no amendments to these Bylaws shall be effective unless the Declarer and/or the Developer shall have joined in and consented thereto in writing. No amendment, alteration or modification of these Bylaws shall be made which affects the rights or privileges of any Institutional First Mortgagee, nor may these Bylaws be rescinded without the express, prior written consent of all Institutional First Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

Section 7. VALIDITY. If any provision of these Bylaws, or part thereof, shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any other provision, or part thereof and the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as Bylaws of WINDWARD ISLE Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the initial Board on the 8th day of February, 1986.


Richard P. Zaretsky

Leg2/RB/167
6/17/85