

This Instrument Prepared By:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205
941-748-2216

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR RIVERWOOD**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS is made this 2nd day of April, 2024, by the Riverwood Community
Association, Inc. (the "Association"), a Florida not-for-profit corporation.

STATEMENT OF DECLARATION

The developer of this community, Riverwood Development, Inc. (the "Developer" or
"Declarant"), joined by Robert M. Taylor as Trustee (the owner of the initial property subjected to
the Original Declaration), subjected the Initial Property and all subsequently annexed property to
the Original Declaration through the recording of the Declaration of Covenants, Conditions, and
Restrictions for Riverwood (the "Original Declaration"), recorded in Official Record Book 1227,
Page 1371 of the Public Records of Charlotte County, joined by the Association and the
Riverwood Community Development District (the "CDD"). The properties subject to this
Declaration at the time of its recording is further described in Exhibit "A", Exhibit "B" and Exhibit
"C", attached hereto and incorporated herein. All properties subjected to this Declaration by the
Original Declaration and any Supplemental Declarations or other instruments recorded in the
Public Records of Charlotte County, Florida, and any amendments thereto, shall remain subject
to this Declaration, regardless of whether they are specifically depicted in the exhibits.

All property subjected to the Original Declaration and all Supplemental Declarations, as
they may be amended from time to time, has been, and shall be, declared to be held, conveyed,
encumbered, leased, used, occupied and improved subject to the limitations, restrictions,
covenants, and easements, all of which shall run with the land and shall be binding upon all parties
having or acquiring any right, title or interest in the Property or any part of it.

NOW, THEREFORE, the Members of the Association have voted to amend and restate
the Original Declaration as provided herein.

**ARTICLE I
GENERAL PLAN OF DEVELOPMENT**

The Properties, including without limitation development tracts, lake and drainage tracts
and conservation tracts, have been developed in accordance with the approvals granted for a
Development of Regional Impact as described in Charlotte County Resolution Numbers 90-285,
90-286 and 90-287, any additional resolutions or amendments to such resolutions, and all other
applicable permits and approvals. The Properties have been developed as a mixed-use project
consisting of varying commercial, residential, recreational and other uses.

The Properties, whether residential, commercial or recreational, have been developed as
a series of Neighborhoods, each of which have been subjected to a Supplemental Declaration or

Neighborhood Documents as well as this Declaration. The Association is responsible for the administration of this Declaration and any Supplemental Declarations.

ARTICLE II INTENT OF DECLARATION

This Declaration is recorded to provide for the preservation and enhancement of the value, desirability and attractiveness of the Properties and to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of Private Property within the Properties.

ARTICLE III DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 3.1 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, or by contract or agreement with any Neighborhood Association, Commercial or Recreational Property Owner or a governmental agency become the responsibility of the Association. The Areas of Common Responsibility may include, without limitation, maintenance and replacement of bicycle racks and paths provided within the Commercial or Recreational Properties and maintenance of rights-of-way.

Section 3.2 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Riverwood Community Association, Inc., as filed with the Secretary of State of Florida, and as may be amended from time to time. The Articles of Incorporation are attached hereto as Exhibit "D".

Section 3.3 "Assessment" or "Assessments" shall mean and refer to those charges, fees and/or obligations set forth in Article XII hereof.

Section 3.4 "Association" shall mean and refer to Riverwood Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns, whose purpose is to administer the Properties in accordance with the provisions of this Declaration.

Section 3.5 "Benefit Assessment" shall mean and refer to Assessments levied against all Members benefitting from a special service or amenity for the cost incurred for providing such service or amenity which shall include without limitation maintenance, repair, replacement and insurance, solid waste collection and disposal and cable television or other communication service.

Section 3.6 "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under Florida corporate law.

Section 3.7 "By-Laws" shall mean and refer to the By-Laws of Riverwood Community Association, Inc. as may be amended from time to time. The By-Laws are attached hereto as Exhibit "E".

Section 3.8 "Common Area" or "Common Property" shall be an inclusive term referring to all real property owned or held by the Association, including all Exclusive Common Area, and intended to be devoted to the common use and enjoyment of the owners of Private Property in accordance with this Declaration. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring same or subsequently declared by the Association or the Declarant to be Common Property. Any land or personal property leased by the Association shall lose its character as Common Property upon the expiration of such lease. No portion of Recreational Property shall be included in or shall be deemed to be Common Area or Common Property.

Section 3.9 "Common Assessment" shall mean and refer to Assessments levied against all Members in the Properties to fund Common Expenses.

Section 3.10 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to the Area of Common Responsibility, including any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 3.11 "Community Development District" or "CDD" shall mean and refer to the Riverwood Community Development District which is a special purpose government created under Chapter 190, *Florida Statutes*, and which may fund, construct, operate and maintain certain infrastructure within or outside the Properties.

Section 3.12 "Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be more specifically determined by the Board of Directors. Community-Wide Standards shall be part of the Rules and Regulations of the Association.

Section 3.13 "Declarant" or "Developer" shall mean and refer to Riverwood Development, Inc. or its successors; or a successor-in-title to any portion of the property described on Exhibits "A" or "B" of the Original Declaration and all subsequent additions through Supplemental Declarations.

Section 3.14 "Declaration" or "Amended and Restated Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Riverwood as the same may be amended or supplemented from time to time.

Section 3.15 "Environmental Preservation Guidelines" shall mean and refer to those guidelines promulgated by the Association and the CDD individually from time to time relative to the maintenance, upkeep monitoring and preservation of those portions of their respective properties while complying with applicable SWFWMD, DEP, or any other governmental requirements.

Section 3.16 "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one (1) or more, but less than all, of the Members of the Association. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners and their Private Property which are benefited thereby as a Neighborhood or Benefit Assessment. By way of

illustration and not limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in the deed or Plat conveying or depicting the Common Areas to the Association, as the case may be. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods, Recreational or Commercial Property and Exclusive Common Area may be reassigned upon the vote of a majority of the votes within the Neighborhood(s), Recreational or Commercial Property to which they are assigned and the approval thereof by the Association.

Section 3.17 "First Mortgagee" shall mean and refer to any lender who holds a first mortgage on a Lot, Recreational or Commercial Property.

Section 3.18 "Golf Course" or "Golf Club" shall mean, the portions of the Properties comprising the golf course and related facilities to be constructed and operated by the owner of such property, as the same may be modified from time to time.

Section 3.19 "Initial Property" shall mean the real property legally described in Exhibit "A" of the Original Declaration, attached hereto as Exhibit "A" and incorporated herein.

Section 3.20 "Institutional Lender" shall mean and refer to a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

Section 3.21 "Lot" shall mean and refer to a portion of the Properties, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family lots, attached or detached villas, cluster homes, patio or zero lot line homes, single-family detached houses on one (1) or more separately platted lots and condominium units, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon. In the case of a condominium building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Lot. Any two (2) or more Lots which are under common ownership and on which a single residence has been constructed shall nevertheless be considered to be two (2) or more separate Lots for purposes of voting, assessment and all other matters hereunder. The term unimproved Lot shall mean a Lot upon which a foundation slab has not been poured.

In the case of a parcel of vacant land or land which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the site plan approved by the Association until such time as a certificate of occupancy is issued on the parcel by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Section 3.22 INTENTIONALLY LEFT BLANK.

Section 3.23 "Master Plan" shall mean and refer to the plan for the development of the property described on Exhibits "A" and "B" of the Original Declaration.

Section 3.24 "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein and in the By-Laws.

Section 3.25 INTENTIONALLY LEFT BLANK.

Section 3.26 "Modification Committees" or "MC" shall refer to those committees as established by the Board of Directors and described in Article XIII hereof.

Section 3.27 "Neighborhood" shall mean and refer to each portion of the Properties developed and designated as a separate Neighborhood by a Supplemental Declaration executed and recorded by Declarant, such Neighborhood being comprised of one (1) or more housing types, Commercial or Recreational Property subject to this Declaration, whether or not governed by a Neighborhood Association, in which Members may have common interests other than those common to all Association Members, such as a common theme, entity feature, development name, and/or common areas and facilities which are not available for use by all Members. Each parcel of land intended for development as shown on the Master Plan shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by a Neighborhood Association except as required by law. Neighborhoods may be divided or combined in accordance with Article XV of this Declaration.

Section 3.28 "Neighborhood Assessments" shall mean Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Any Neighborhood Assessment shall be levied equally against all Lots in the Neighborhood(s) benefitting from the services supported thereby, provided that in the event of Assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such Assessments for the use and benefit of particular Lots shall be levied on a pro rata basis among the benefited Lots.

Section 3.29 "Neighborhood Association" shall mean or refer to any condominium or homeowner association which may be formed within a particular Neighborhood to govern the business affairs and any property within that Neighborhood. The formation of a Neighborhood Association is not required, except for condominiums constructed on a parcel.

Section 3.30 "Neighborhood Committee" shall mean a group of three (3) to five (5) people elected by the Owners within a Neighborhood in accordance with the By-Laws. If there is a Neighborhood Association within a Neighborhood, the Board of Directors of that Neighborhood will serve as the Neighborhood Committee.

Section 3.31 "Neighborhood Documents" shall mean the declaration of covenants, conditions and restrictions (declaration) or declaration of condominium, and the articles of incorporation and by-laws of a Neighborhood Association and any other documents governing a Neighborhood, all changes to such documents, and any and all budgets of such Neighborhood Associations as adopted from time to time.

Section 3.32 "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of owners of Private Property within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein. Neighborhood Expenses may be shared by one (1) or more benefited Neighborhoods.

Section 3.33 INTENTIONALLY LEFT BLANK

Section 3.34 "Owner" shall mean and refer to the record title holder, whether one (1) or more persons or entities, of the fee simple title to any Lot situated within or upon the Properties. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to an action for foreclosure or any proceeding in lieu of foreclosure. If a Lot is sold under a recorded contract for deed, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. Tenants shall not be considered members of the Association for participation in Association corporate affairs, but shall be permitted to utilize Association-owned property and CDD property, subject to any applicable rules, regulations, or restrictions, in the same manner as an Owner during the duration of the lease.

Section 3.35 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 3.36 "Plat" or "Plats" shall mean any plat or plats recorded in the Public Records of Charlotte County, Florida, affecting any or all of the Properties. Plats for the community are referenced in Exhibit "B".

Section 3.37 "Private Property" shall mean and refer collectively to Lots, Commercial and Recreational Property.

Section 3.38 "Property" or "Properties" shall mean and refer to the real property described in Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto, together with such additional property as may be hereafter subjected to this Declaration by Supplemental Declaration(s).

Section 3.39 "Recreational Property" shall mean and refer to the portions of the Properties operated for commercial recreational purposes, including without limitation, the Golf Club, as opposed to those Properties that are civic in nature and designated as Common Areas. THE RECREATIONAL PROPERTY SHALL NOT BE COMMON AREA.

Section 3.40 "Riverwood" shall mean and refer to the community and parcels of property subjected to this Declaration, as part of the master planned community approved by Resolution numbers 90-285, 90-286, 90-287 and any additional or supplemental resolutions thereto by the Board of County Commissioners of Charlotte County.

Section 3.41 "Rules and Regulations" shall mean the Rules and Regulations adopted by the Board as same may be amended from time to time.

Section 3.42 "Special Assessment" shall mean and refer to Assessments levied in accordance with Article XII, Section 12.5 of this Declaration.

Section 3.43 "Supplemental Declaration" or "Supplemental" shall mean an amendment or supplement to this Declaration executed by or consented to by the Association or the Declarant or its successors in interest which subjects additional property to this Declaration and/or imposes, additional restrictions and obligations or removes restrictions and lot obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article X, to subject additional property to this Declaration. The Supplemental Declarations are referenced in Exhibit "C".

Section 3.44 "Surface Water Management System" shall mean that portion of the Properties consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including, but not by way of limitation, that portion of the Properties subject to the jurisdiction of the Southwest Florida Water Management District and the Community Development District.

Section 3.45 "Transition" shall mean the period of time between incorporation of Association and Turnover to the Association.

Section 3.46 "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Declarant transferred majority control of the Board as provided in the By-Laws.

Section 3.47 INTENTIONALLY LEFT BLANK

Section 3.48 "Voting Member" shall mean and refer to (a) with respect to Class "A" Members, each Member as to such Member's Lot, and (b) with respect to the Class "C" Members and the Class "D" Members, the representative selected by the owners of Commercial and Recreational Properties for casting all votes attributable to the Commercial and Recreational Properties, respectively, for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration and in the By-Laws. All references in the Declaration to Voting Members shall refer to, with respect to Class "A" Member, each Class "A" Member as to such Member's Lot, and with respect to the Class "C" Members and the Class "D" Members, the Voting Member selected as provided above.

ARTICLE IV PROPERTY RIGHTS AND PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 4.1 Initial Property. The real property which initially was subjected to the Declaration to be held, transferred, sold, conveyed and occupied subject to this Declaration is the Initial Property.

Section 4.2 Additions and Deletions to Initial Property. The Declarant brought those additional properties described on Exhibit "B" and Exhibit "C" hereof into the Riverwood community and subjected them to the jurisdiction of this Declaration. Such additions as were authorized hereby were made by a Supplemental Declaration executed by Declarant.

Section 4.3 Enjoyment of Common Areas. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, Rules and Regulations, payment of use or access fees or other

charges reasonably imposed by the Association and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner of a Lot may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to this Declaration, reasonable regulation by the Board and in accordance with Rules and Regulations adopted from time to time. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee of the Lot. Owners of Commercial or Recreational Property and their guests, invitees and lessees shall be entitled to an easement of enjoyment in and to the Common Area as reasonably necessary to obtain access to or as otherwise set forth in a Supplement or Plat.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 5.1 Membership. Every Owner of a Lot shall be deemed to have a Class "A" membership in the Association, as provided in Section 5.2 below. The owners of the Recreational Properties, as the Class "C" Members of the Association as provided in subsection 5.2.3 hereof and the owners of the Commercial Properties, as the Class "D" Members as provided in subsection 5.2.4, shall have such rights and/or obligations relative to the Association as are set forth herein, but neither the Class "C" or the Class "D" Member shall be considered a Member or an Owner for any other purposes, unless the context requires or suggests otherwise.

No Owner of a Lot, whether one (1) or more Persons, shall have more than one (1) membership and one (1) vote per Lot. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provision of this Declaration and the By-Laws. In the event a Member is a corporation, partnership, trust or other entity or joint form of ownership, membership rights and privileges may be exercised in the manner set forth in the By-laws and as may be required by the Board. Membership shall be appurtenant to and may not be separated from ownership of Private Property except as otherwise provided herein. Change of membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument conveying record fee title to Private Property. The Member or Members acquiring title shall promptly deliver a copy of said instrument or otherwise notify the Association of such transfer. The Owner designated by such instrument shall, by said Owner's acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated.

Section 5.2 Voting. The Association was initially created with four (4) classes of membership, Class "A", Class "B", Class "C" and Class "D" as follows:

5.2.1 Class "A". Class "A" Members shall be all Owners of Lots.

Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership. The vote for each Lot shall be exercised by the Member in accordance with the provisions of the Declaration and By-Laws.

No vote may be divided, and no fractional vote shall be cast. If the Lot is owned by one natural person, that person shall be entitled to cast the vote for the Lot. If a Lot has multiple owners, either as co-tenants, joint tenants, or tenants by entireties, any owner shall have the authority to cast the vote for the Lot; however, in the event that the owners do not agree on the manner in which the vote is to be cast, the vote shall not be counted.

If the Lot is owned by a partnership, corporation, LLC, or similar legal entity, the Owner shall provide written notice to the Association regarding the individual that is authorized to cast the vote on behalf of the Lot, signed by the President, the general partner, or a managing member of the LLC. If a Lot is owned by a Trust, the Trustee shall have the authority to cast the vote. If there are multiple trustees, they shall be treated as multiple owners described above.

5.2.2 Class "B". The Class "B" Member shall be the Declarant or its assigns or successors in interest. After turnover of control of the Association to the non-developer members, any Lots owned by the Declarant became entitled to one (1) vote for each Lot owned by Declarant.

5.2.3 Class "C". The Class "C" Member shall be the owners of the Recreational Properties. Each Recreational Property owner shall designate a Voting Member in writing for casting its votes. For purposes of voting only, the Class "C" Member shall be allocated one (1) vote for every twenty-five (25) acres if the Recreational Property is the Golf Club. If other Recreational Properties are provided within the Properties voting and assessments for such property will be as provided in a Supplement.

5.2.4 Class "D". The Class "D" Members shall be the owners of Commercial Properties that are required to pay assessments to the Association as described herein. Each Commercial Property owner shall designate a Voting Member in writing for casting its votes. For purposes of voting only, Voting Members representing Commercial Properties shall be allocated one (1) vote for every 15,000 square feet of gross land area if the Commercial Property is a shopping center or other retail establishment or one (1) vote for every 5,000 square feet of gross rentable space if the Commercial Property consists of office space. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the types and amount of square footage designated for such parcel on the site plan approved by the Declarant until such time as a certificate of occupancy is issued on the parcel by the local governmental entity having jurisdiction for the entire parcel. If other types of Commercial Properties are provided within the Properties, voting and assessments for such property will be as provided in a Supplement.

Section 5.3 Voting Members.

5.3.1 Voting Members. Voting on Association matters requiring a vote of the Members will be cast solely by the Class "A" Members and by the Voting Members selected by the owners of Recreational and Commercial Properties in accordance with this Declaration, the By-Laws and any Supplemental Declaration. Each Recreational and Commercial Property Owner shall be entitled to elect one (1) Voting Member in accordance with the By-Laws who will proportionally represent the collective votes of each Recreational Property and Commercial Property, respectively.

In the event of any conflict between the terms and provisions related to the voting procedure described in this Declaration and in the terms and provisions set forth in the By-Laws, the terms and provisions contained in the By-Laws, as amended from time to time, shall control and be given effect.

5.3.2 Voting. The election of the Board of Directors shall be determined under the procedures set forth in the By-Laws.

Section 5.4 INTENTIONALLY LEFT BLANK.**Section 5.5 INTENTIONALLY LEFT BLANK.**

Section 5.6 Right of Class "C" Members to Disapprove Actions. This Section 5.6 may not be amended without the express, written consent of a sixty-seven percent (67%) vote of the Class "C" Members.

The Class "C" Members shall have a right to disapprove actions of the Board and any committees which in its reasonable judgement materially and adversely affect the use of the Recreational Property or its rights or obligations under this Declaration. This right may be exercised by the Class "C" Members at any time within ten (10) days following the notice of approval of such action.

Section 5.7 Right of Class "D" Members to Disapprove Actions. This Section 5.7 may not be amended without the express, written consent of a sixty-seven percent (67%) vote of the Class "D" Members.

The Class "D" Members shall have a right to disapprove action of the Board which, in its reasonable judgement, materially and adversely affect its use of the Commercial Properties or its rights or obligations under this Declaration. This right may be exercised by the Class "D" Members within ten (10) days following notice of approval of such action.

Section 5.8 Arbitration/Mediation. Any dispute regarding any right to disapprove actions shall be subject to pre-suit mediation to the extent such dispute is required by law, and/or arbitration if agreed by all parties.

ARTICLE VI MAINTENANCE

Section 6.1 Preamble. The responsibility for the maintenance of the Properties is divided between the Association, the CDD and the owners of property subject to the Declaration. Some of the maintenance responsibilities of the Association or the Owners may become the obligation of one (1) or more Neighborhood Associations. Interior maintenance of Private Property is the responsibility of each owner. Maintenance of the exterior to Private Property, unless otherwise provided in this Declaration, any Supplemental Declaration or any Neighborhood Documents, is the responsibility of each owner. Unless otherwise provided in any of the Supplemental Declarations described in the foregoing sentence, the maintenance of the Area of Common Responsibility is the responsibility of the Association in the manner provided in this Declaration, Supplemental Declaration, agreements or contracts. The Board of Directors has the right to require the owners or Neighborhood Association to maintain their property in accordance with the Community-Wide Standards; and it is the responsibility of the owner and any Neighborhood Association, unless otherwise assumed by the Association in accordance with the terms of this Declaration, Supplemental Declaration, agreements or contracts to maintain landscaping in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on their Lot or Common Area. After notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the right to employ maintenance people to perform maintenance work as shall be prescribed by the Board of Directors and for the purpose the Members grant unto the Board of Directors, its

agents, employees, and all others designated by the Board of Directors, the right to enter upon the property of any Member for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an overhead surcharge equal to 10% of such cost) shall be assessed against the owner and the owner's Private Property as provided herein.

Section 6.2 Maintenance by Association. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. Nothing contained herein shall be deemed to mean that the Association is responsible for the maintenance of any portion of the Recreational or Commercial Properties unless such maintenance is mandated by the terms of this Declaration or by a separate agreement as between the Recreational or Commercial Property owner(s) and the Association. The maintenance to be performed by the Association shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including all private streets, sidewalks, buildings and other improvements owned by the Association, situated upon the Common Area, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement with the Association. Such maintenance may also include insect, pest, and aquatic control to the extent necessary or desirable, in the judgement of the Association. Such pest or aquatic weed control may also be provided by the CDD. The Association for the benefit of itself and the CDD reserve a perpetual right and easement on and over and under all Properties to dispense pesticides and to take other action, which in the opinion of the Association or CDD is necessary to control insects and vermin on the Properties exclusive of the interior of buildings and other structures constructed on the properties. The providing of pest services as described above shall not be construed as an obligation on the part of the Association to provide such services.

6.2.1 Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Common Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder. All Lots on which no improvements have been constructed shall be mowed and groomed on a periodic basis as determined by the Association and such services shall be provided by the Association and the cost thereof divided among the affected Owners and assessed directly to the individual Owners as a Benefit Assessment.

6.2.2 The Association shall also be responsible for exterior grounds maintenance within any Neighborhood and maintenance, repair and replacement of other property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. The Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those designated by Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood Association or because in the opinion of the Board, the level and equality of service then being provided is not consistent with the Community-Wide Standard of the Properties. (All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood or Benefit Assessment only against the Lots within the Neighborhood to which the services are provided. The providing of service in

accordance with this Section shall not constitute discrimination within a class.) For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Lot Owner, to enter upon any Lot or exterior of any Lot or other structures or improvements, at reasonable hours of any day.

6.2.3 The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, property dedicated to or owned by the CDD (only to the extent agreed upon in writing by the CDD), or property forming part of the Recreational or Commercial Properties, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among the benefited properties as a Common Assessment, Neighborhood Assessment or Special Assessment, as the Board of Directors determines reasonable and appropriate, or as otherwise agreed in writing.

6.2.4 Any walls and fences surrounding portions of the Properties may be maintained by the Association, if such property is within the Area of Common Responsibility, and a perpetual easement of ingress and egress over the walls and fences, and Private Property is hereby granted to the Association for purposes of construction and maintenance activities related to any such walls and fences.

6.2.5 The Association may contract with any Person for the management of all or part of the Properties for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration.

6.2.6 In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) may seek to enforce the provisions of this Declaration subject to the terms and provisions hereof.

Section 6.3 Maintenance by the CDD. The CDD shall maintain and keep in good repair all properties which are owned by, dedicated to or controlled by the CDD. Such maintenance shall be funded by taxes, assessments or fees and charges to be levied by the CDD. Portions of the property owned or controlled by the CDD may be maintained by the Association through a separate agreement between the CDD and the Association. All such maintenance whether performed by the CDD or the Association shall be subject to compliance with the Community-Wide Standards.

Section 6.4 Owner's Responsibility. Each owner shall maintain his or her Private Property and all structures, parking areas and other improvements thereon. In the event a Lot is going to be unoccupied for a consecutive period of one (1) month or longer, the Owner must designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include, at a minimum maintaining exterior appearance, safeguarding the property to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on patios, balconies and lanais and storing same indoors and repairing the property in the event of any damage therefrom. The name(s) and address of such firm or individual must be furnished to the Association. In addition, owners of Private Property which are adjacent to the Golf Course shall maintain and irrigate that portion of the Golf Course property between the Private boundary and the irrigated portion of the Golf Course or lake water's edge or wetland. Owners of Private Property which are adjacent to any portion of the Property on which walls or fences have been constructed shall maintain and

irrigate that portion of the area which lies between the wall or fence and the Private Property boundary. Owners of Private Property fronting in any roadway within the Properties shall maintain driveways serving their respective Private Property and shall maintain and irrigate landscaping on that portion of the area, if any, or right-of-way between the Private Property boundary and the nearest pavement edge. Owners of Private Property fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between the Private Property boundary and such water's edge; provided, the owners shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XIII hereof.

All maintenance required by this Section 6.4 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. If any Owner fails properly to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation to maintain such property and assess all costs incurred by the Association against the Lot and the Owner thereof as a Special or Benefit Assessment. Provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner a minimum of seven (7) days' notice and an opportunity to cure the problem prior to entry.

Section 6.5 Neighborhood Association's Responsibility. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to Neighborhood Documents shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. In the event that Neighborhood Association fails to adequately maintain property for which it is responsible, the Association shall have the right, but not the obligation, to maintain such property and to assess the costs (including an appropriate charge for administrative overhead) against the Lots located within the maintenance responsibility of the Neighborhood benefitted by the maintenance performed by the Association. Each such Lot shall pay its pro-rata share of such expenses incurred by the Association together with an administrative charge of ten percent (10%) of such amount. Such Assessments may be collected as Special or Benefit Assessments hereunder and shall be subject to all lien rights provided herein.

If required by virtue of any Supplemental Declaration, any Neighborhood Association with common property adjacent to the Golf Course shall maintain and irrigate that portion of the Golf Course property between the boundary of such common property and the irrigated portion of the golf course or lake water's edge or wetlands preserve. Any Neighborhood Association whose common property is adjacent to any portion of the Property upon which a wall or fence is constructed shall maintain and irrigate that portion of the Common Area between the wall or fence and the Neighborhood Association's property line. Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the right-of-way between the property line and the nearest curb of such roadway.

Any Neighborhood Association whose common property fronts the water's edge, or greenbelt buffer front in the water's edge, of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between its property line and such water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XIII hereof.

Section 6.6 Surface Water Drainage and Management System.

6.6.1 All Owners acknowledge that the Property is located within the boundaries of the Southwest Florida Water Management District ("SWFWMD") and subject to permits issued by SWFWMD. The permittees for such permits are responsible for maintaining the portion of the Surface Water Management System in accordance with the provisions of the permits.

6.6.2 Only vegetation approved by the Board or its designated committee shall be installed and maintained on any area adjacent to the Surface Water Management System owned and/or operated by the Association. A list of native and other permitted vegetation is included as part of the guidelines promulgated by the Association.

6.6.3 Pursuant to a Surface Water Management Plan approved by SWFWMD portions of the Surface Water Management System in Riverwood shall be owned and maintained by the Community Development District. Portions of the Surface Water Management System are owned and maintained by the Association. The Association shall have the authority to enter into an agreement or agreements for maintenance of the Surface Water Management System with the CDD.

6.6.4 The Association, the Community Development District and SWFWMD, shall have equal and independent rights to enforce any and all of the covenants and restrictions set forth in this Declaration which apply to or are designated to protect the Surface Water Management System. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against the Person(s) which violate(s) any of the provisions of this Declaration. Damages against an Owner or any Person(s) using the Owner's property will be considered a Benefit Assessment against the Owner's Private Property. Failure by the Association, the Community Development District or SWFWMD or by any Owner to enforce any Association covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor shall such failure to so enforce create any liability on the part of the Association, the Community Development District or SWFWMD. In any act or proceeding under this Section, the Association, the Community Development District or SWFWMD, if the prevailing party, shall be entitled to recover its costs and reasonable attorneys' fees, including attorneys' fees and costs on appeal.

6.6.5 It is the responsibility of the Community Development District to operate and maintain portions of the Surface Water Management System owned by the CDD, including but not limited to aquatic weed control, in a manner consistent with the original design thereof, and in accordance with requirements of all applicable governmental authorities. The Association shall be responsible for similar operation and maintenance of the portions of the Surface Water Management System owned by the Association. Portions of the Properties including without limitation, portions of the Golf Course may provide drainage for the Surface Water Management System. Notwithstanding anything to the contrary, such portions of the Properties are burdened with an easement for drainage purposes and the owner of any such portion of the Property shall not alter the flow of drainage over such property without the consent of the Community Development District, the Association and SWFWMD.

6.6.6 Portions of the Surface Water Management System are located within the boundaries of the Golf Course or adjacent thereto. Such areas of the Surface Water Management System are hereby burdened with an easement for reasonable use in

connection with golf play, including without limitation play over such bodies of water, retrieval of golf balls by persons utilizing the Golf Course and the Owner for retrieval of golf balls which are not retrieved by persons utilizing the Golf Course into the Surface Water Management System. No person other than the owner of the Golf Course shall have the right to retrieve any golf balls which are not retrieved by golfers during play. In addition, the owner of the Golf Course may, in its sole discretion, maintain areas of the Surface Water Management System which are utilized in connection with golf play or operation of the Golf Course to a higher standard of maintenance than that performed by the Community Development District.

6.6.7 The Community Development District, the Association and their designees shall have a non-exclusive easement over, upon and for use of the Surface Water Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Management System.

6.6.8 Any amendment of this Declaration which would affect the Surface Water Management System must be approved by SWFWMD.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

Section 7.1 Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain blanket all-risk coverage insurance for all insurable improvements on the Common Area, or if blank all-risk coverage is not reasonably available, then at a minimum an insurance policy covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard.

The Association shall not have any insurance responsibility for any Lot, common area of a Neighborhood Association, Recreational or Commercial Properties, other than the Common Area located within those properties, if any.

Insurance obtained on the properties within any Neighborhood obtained by a Neighborhood Association, shall at minimum comply with the applicable provisions of this Section 7.1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area, except liability limits may be reduced pursuant to a Supplement affecting the Neighborhood. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have coverage to the extent determined necessary by the Board in the Board's discretion.

Premiums for all insurance on the Common Area (other than Exclusive Common Area) shall be Common Expenses of the Association and shall be included in the Common Assessment;

premiums for insurance on Exclusive Common Area shall be charged to those Neighborhoods as a Neighborhood Assessment. The policy may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.

7.1.1 All policies shall be written with a company authorized to do business in Florida.

7.1.2 All policies on the Common Area shall be for the benefit of the Association and its Members.

7.1.3 Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors. No First Mortgagee or other lienholder shall have any right of participation with respect to losses pertaining to the Common Area.

7.1.4 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Neighborhood Associations, individual Owners, occupants, or their First Mortgagees and the insurance carried by the Association shall be primary.

7.1.5 All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one (1) or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Southwest Florida area.

7.1.6 The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

7.1.6.1 A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents, and guests;

7.1.6.2 A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

7.1.6.3 A statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one (1) or more individual Owners;

7.1.6.4 A statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or First Mortgagee;

7.1.6.5 That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

7.1.6.6 That the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance on Common Areas, if required. Unless a lower number is permitted by law and approved by the Board, the insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. It shall cover persons who control or disburse funds of the Association including but not limited to, persons authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any insurance or bond as a common expense. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 7.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon, unless the Neighborhood Association in which the Lot is located carries such insurance (which they are not obligated to do hereunder). Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Declaration. The Board shall have the authority to approve extensions to such time periods if deemed by the Board to be warranted by the circumstances and/or if the delay is the result of conditions or circumstances beyond the control of the Owner. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner of the Lot may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Association shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard as it is provided in Article VII hereof. The Owners of Commercial or Recreational Property shall repair any damage to such property promptly or if an improvement on such property is totally destroyed, the Owner may either reconstruct the improvement or restore such property to its normal state. Any such repair or reconstruction shall be substantially in accordance with the original plans and specifications (allowing for building or fire code changes and technical or functional improvements) or as otherwise approved by the Association.

A Neighborhood Association may have more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lots within the Neighborhood Association and the standard for returning the Lots to their natural state in the event the structures are not rebuilt or reconstructed.

Section 7.3 Damage and Destruction.

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

7.3.2 Any damage or destruction to the Common Area, or the Exclusive Common Area of any Neighborhood Association shall be repaired or reconstructed unless (a) if Common Area, the Voting Members representing at least seventy-five percent (75%) of the votes attributable to Lots, the Class "C" and Class "D" vote of the Association, or (b) if Exclusive Common Area or the common property of any Neighborhood Association, the Lot Owners representing at least seventy-five percent (75%) of the total votes of Lots within the Neighborhood whose Exclusive Common Property or Neighborhood Association common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. The foregoing may be made more stringent by the applicable Neighborhood Documents. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided however, such extension shall not exceed sixty (60) additional days. No holder of any lien relative to the Properties or any Lot therein shall have the right to participate in the determination of whether the damage or destruction to Common Area or Exclusive Area shall be repaired or constructed.

7.3.3 In the event that it should be determined in the manner described above that the Common Area, Exclusive Common Area or Neighborhood Association Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained underdeveloped by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 7.4 Disbursement of Proceeds

7.4.1 Proceeds of insurance policies shall be disbursed as follows: If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their

interest may appear, if any Lot is involved, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any First Mortgagee of a Lot and may be enforced by such First Mortgagee.

7.4.2 If it is determined, as provided in Section 7.3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds described above.

Section 7.5 Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all owners on the same basis as provided for Common Assessments; provided, if the damage or destruction involves the Exclusive Common Area appurtenant to a specific Neighborhood, only the Owners of Lots in the affected Neighborhood shall be subject to assessment therefor. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited in a capital account for the benefit of the Association.

ARTICLE VIII NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE IX CONDEMNATION

Whenever all or any part of the Common Area shall be taken by (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least sixty-seven percent (67%) of the total votes attributable to Lots, Class "C" and Class "D" vote in the Association) any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association, as trustee for all Owners, 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 Association and Voting Members representing at least sixty-seven percent (67%) of the total votes attributable to Lots, the Class "C" and Class "D" vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration

or replacement is completed, then such award or funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine, in its sole discretion.

ARTICLE X ANNEXATION AND REMOVAL

Section 10.1 INTENTIONALLY LEFT BLANK.

Section 10.2 Annexation With Approval of Membership. Subject to the consent of the owner thereof, upon the written consent or affirmative vote of a majority of the votes of the Members that are present in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and/or as cast via the Association's internet-based electronic voting system, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Charlotte County, Florida, a Supplemental Declaration describing the property to be annexed. Any such Supplement Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, with the formalities of a deed, and any such annexation shall be effective upon filing in the Official Records of Charlotte County, Florida. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for the proper form or notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 10.2 and to ascertain the presence of a quorum at such meeting. The Association shall notify the CDD in advance of the annexation process so that the CDD can communicate with the property owner regarding CDD requirements for infrastructure concerns, installation of utilities and other services to such property, as well as any other obligations to the CDD that may be applicable to the property.

Section 10.3 Acquisition of Additional Common Area. Acquisition of additional Common Area shall be subject to the approval requirements described in Section 10.2.

Section 10.4 Removal of Property. No property shall be removed from the jurisdiction of this Declaration without the approval of 67% of the total voting interests in the Association.

ARTICLE XI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 11.1 Association Responsibility. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility and shall maintain and keep the Areas of Common Responsibility in good repair and in accordance with the Community-Wide Standard, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements. All Owners, by the acceptance of title to any property or the deed to any Lot, release and indemnify the Association from all claims arising from its actions pursuant to this Section.

Section 11.2 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties that it owns or controls, subject to any applicable policies, rules, regulations, or restrictions established by the CDD over CDD-owned property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Notwithstanding anything to the contrary herein

regarding enforcement of rules and/or sanctions or penalties, the Association shall have the authority to enforce rules, regulations, or restrictions over CDD-owned property and impose penalties for violations on CDD-owned property only to the extent agreed upon by the RCA and the CDD from time to time and as may be allowed by law. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot or Lots and suspension of the right to vote and the right to use any recreational facilities on the Common Area, to the fullest extent permitted by the Act. The Association shall have the right to exclude from portions of the community owned by the Association any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Association. Fines shall be subject to the lien rights provided in this Declaration and as permitted by the Act.

The Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations to permit the CDD, Charlotte County, the Southwest Florida Water Management District or any other, governmental agency having jurisdiction to enforce such parties' rules and ordinances on the Properties.

Section 11.3 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, 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. The Association shall have all of the authority provided in Chapter 720, *Florida Statutes* (the "Homeowners' Association Act" or the "Act"), Chapter 617, *Florida Statutes* (the "Florida Not For Profit Corporation Act"), and all applicable laws, as they are amended from time to time unless otherwise provided herein.

Section 11.4 Environmental Preservation Guidelines. The Association shall be responsible for implementing and carrying out the Environmental Preservation Guidelines established by the Association for the Properties and the management plans and requirements of applicable governmental agencies, regulations, ordinances, or agreements, including but not limited to Charlotte County, Florida Game and Fresh Water Fish Commission, and/or other agencies having jurisdiction.

The cost of implementing any monitoring or compliance with the Environmental Preservation Guidelines as the same exist from time to time shall be a Common Expense allocated among all Lots, Recreational and Commercial Properties.

Section 11.5 Hurricane Education. The Association shall have the authority to annually provide an educational program on hurricane preparation, risks and hazards. In addition, the Association shall make available to Members' hurricane awareness, information concerning the need for evacuation, description of evacuation routes and the location and use of hurricane shelters.

ARTICLE XII ASSESSMENTS

Section 12.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commended at the time and in the manner set forth in this Article. There shall be

four (4) types of Assessments: (a) Common Assessments for Common Expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 12.5 below; and (d) Benefit Assessments as described in Section 12.6 below. Common Assessments shall be allocated as follows:

Residential	One (1) assessment per Lot
Commercial	
Retail	One (1) assessment per 15,000 sq. ft.
Office	One (1) assessment per 5,000 sq. ft. gross rentable space

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the types and amount of square footage designated for such parcel on the site plan approved by Declarant until such time as a certificate of occupancy is issued on the entire parcel by the local governmental entity having jurisdiction.

Recreational	
Golf Club	One (1) assessment per 25 acres

Neighborhood Assessments shall be levied equally on all Lots within the Neighborhood for whose benefit Neighborhood Expense are incurred as provided in Section 12.4 below.

All such assessments together with interest thereon from the date due at the rate of up to eighteen percent (18%) per annum, and late fees in an amount up to \$25.00 or five percent (5%) of each delinquent installment, whichever is higher (unless a higher amount is allowed by law and approved by the Board) and costs of collection thereof including attorney's fees, shall be a charge on the owner's property and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who owned such Private Property at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable to the time of conveyance.

The Association shall, upon the written request of any Member, furnish, within the time period required by the Act, as it may be amended from time to time, after such written request, to any Member liable for any type of assessment a certificate in writing signed by an officer or agent of the Association setting forth whether such Assessment has been paid as to his particular Lot or property. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed the maximum amount allowed by the Act on one Lot for the issuance of each such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and such determinations by the Board may include, without limitation, acceleration of that fiscal year's Common Assessments and any Neighborhood Assessments for delinquencies. Unless the Board otherwise provides, the Common Assessments and any Neighborhood Assessments shall be paid in quarterly installments and any Benefit Assessments shall be paid monthly in advance or as incurred.

No Member may waive or otherwise be exempted from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the property. The obligation to pay Assessments is a separate and independent covenant on the part of each Member. The Class "C" Member, Class "D" Member and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all Members. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 12.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the property maintenance, replacement, repair and management of the Properties and in particular for operation of the Association and fulfilling its obligation under the Declaration and all documents and agreements executed in connection herewith.

Section 12.3 Computation of Common Assessment. It shall be the duty of the Board annually to prepare a budget covering the estimated Common Expenses of the Association during the coming year. It shall be the duty of the Board at least fourteen (14) days prior to the budget workshop as described in the By-Laws to prepare a budget covering the estimated costs of operating the Association during the coming year and mail or provide electronic notice of the same to all Voting Members. The budget may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Board shall cause a copy of the Common Expense budget, and the notice of the Common Assessment amount, to be delivered to each Member at least thirty (30) days prior to the beginning of each fiscal year. After Turnover, the budget and Common Assessments shall become effective unless disapproved at the budget workshop by a vote of the Voting Members representing at least a majority of the total Association membership. The Common Assessment for unimproved Lots shall include an additional charge for the maintenance of said Lot by the Association. For purposes of the foregoing an "unimproved Lot" shall be deemed to mean a Lot upon which a foundation slab has not yet been poured.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Member shall pay the increase, if any, in the Common Assessment from the beginning of such year at the time the next quarterly installment is due.

The Common Assessment to be levied for the coming year against each Property subject to assessment shall be computed by dividing the budgeted Common Expenses by the total number of assessment units described in Section 12.1 subject to Assessment and reasonably anticipated to become subject to Assessment during the fiscal year.

Section 12.4 Computation of Neighborhood Assessments. In addition to the Common Assessments authorized by Section 12.3 hereof, it shall be the duty of the Board annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, Supplemental Declaration or written agreement with the Neighborhood Association specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or the Lot Owners in such Neighborhood authorize same by a majority vote. Any Neighborhood, through its Neighborhood Committee and as evidenced by a petition signed by a majority of the Owners within the Neighborhood, may request that additional services or a higher level of services be provided by the Association, and if the Association, in its sole discretion, agrees to provide such higher level of service, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment irrespective of the benefit as to any particular Lot. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot in the benefited Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year, such budget and assessment shall become effective unless disapproved by a majority of the Owners of Lots in the Neighborhood to which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least fifty percent (50%) of the Lots in such Neighborhood and provided further, the right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of the year at the time the next quarterly installment is due.

Section 12.5 Special Assessments.

12.5.1 As To All Members. In addition to the Assessments authorized by Sections 12.3 and 12.4 hereof, the Association may levy Special Assessments applicable to that year only, provided any such assessment which would exceed that year's Common Expenses for such year shall require the affirmative vote of a majority of the votes cast by members attending a meeting in person, by proxy, or through an internet-based electronic voting system approved by the board, at which a quorum is present. Such Special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, or any unexpected expense or repair.

12.5.2 Less Than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Lot, Recreational or Commercial Property to reimburse the Association for costs incurred in bringing a Member and his Lot, Recreational or Commercial Property into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, or

the Rules and Regulations, which Special Assessments may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against the Lots in any Neighborhood to (a) cover Neighborhood Expenses in excess of collected Neighborhood Assessments, and (b) reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendment thereto, the Articles, the By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Voting Member of the Neighborhood and opportunity for a hearing.

Section 12.6 Benefit Assessments. The Board of Directors of the Association may impose a Benefit Assessment upon any Owner whose use or treatment of a Lot increases the maintenance cost to the Association above that which would result from compliance by the Owner with this Declaration or a Supplemental Declaration. The amount of such Assessment shall be equal to such cost increase and may be enforced in the manner provided for any other Assessment. Any charge imposed by the Association for functions performed under Article XIV or any fine imposed shall be deemed a Benefit Assessment. Any charge for individual services, including, but not limited to, cable television or other communications/internet services, solid waste collection and disposal, Lot, Recreational or Commercial Property Maintenance (including mowing and grooming of unimproved Lots, Recreational or Commercial Property) or landscaping maintenance performed by the Association for a particular Lot, Recreational or Commercial Property shall be deemed a Benefit Assessment.

Section 12.7 Lien for Assessments; Failure to Pay.

12.7.1 All Members, regardless of how his or her title to the Property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments and other amounts associated with the Property that come due while he or she is the owner of the Property. In addition, an owner is jointly and severally liable with the previous owner(s) for all unpaid Assessments and other monetary amounts associated with the Property that came due up to the time of transfer of title, except as otherwise may be limited by law. This liability is without prejudice to any right the present owner may have to recover from the previous owner any amounts paid by the present owner.

12.7.2 The Association's lien is effective from and shall relate back to the date on which the Original Declaration of the community was recorded, unless otherwise limited by law. As to first mortgages of record, the Association's lien is effective from and after recording of a claim of lien in the public records of Charlotte County, Florida, unless otherwise provided by law, unless the lien is recorded prior to the first mortgage. The lien of the Association, when delinquent, may be enforced by suit, judgement and foreclosure.

12.7.3 The Association, acting on behalf of its Members, shall have the power to bid for the Lot, Recreational or Commercial Property, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The amount of Assessments and other costs related to any Lot, Recreational or Commercial Property during the period of time the Association owns such property shall be a Common Expense. Suit to recover a money judgement for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

12.7.4 Suspension of Voting Rights. In addition to the foregoing remedies, the Association may also suspend the voting rights of any Member for the nonpayment of any monetary obligations that are delinquent in excess of ninety (90) days. A voting interest which has been suspended shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under applicable law or pursuant to the Association's governing documents. No hearing is required for suspension of voting rights, but such suspension shall be approved by the Board at a duly noticed Board meeting, and the Board shall provide written notice to the Member regarding the suspension.

12.7.5 Tenant Rent Demand. In addition to the collection authority provided herein and in accordance with the Homeowners' Association Act, if a home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments, and to continue to make such payments until all monetary obligations related to the lot have been paid in full. The tenant must pay the rent directly to the Association until the Association releases the tenant from payment or the tenant discontinues tenancy in the home. The tenant rent demand procedures shall comply with the requirements of the Homeowners' Association Act. In the event the tenant fails to make the payments, the Association may issue notice and sue for eviction under applicable law, but the Association is not otherwise considered a landlord under the law and has no obligations as a landlord.

12.7.6 Suspension of Use Rights. If an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use property owned by the Association until the fee, fine, or other monetary obligation is paid in full. This suspension of use rights is not subject to the hearing requirements for fines/suspensions for violations of the restrictions, and can be imposed by the Board at a duly noticed Board meeting. Upon approval by the Board, the Association shall notify the Owner and all affected parties by mail or hand delivery. Suspension of use rights of the CDD recreational facilities are subject to the rules, regulations, and policies of the CDD, and are implemented solely by the CDD unless otherwise agreed between the CDD and the Association.

12.7.7 Application of Payments. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, accord and satisfaction language, or instruction placed on or accompanying a payment.

Section 12.8 Appropriated Reserves. The Association shall maintain reserve funds for the replacement, repair, or deferred maintenance of all assets ("Appropriated Reserve Funds") at funding levels deemed appropriate by the Board, in either pooled or straight line accounts, or a combination of the two, in the Board's discretion. Each reserve fund shall be funded annually

on the basis of the expected life of the asset and each reserve fund shall only be used for the intended asset. The reserve funds shall be held in a separate account exclusively for this purpose. The Association shall deposit or cause such reserve funds to be deposited in said accounts on a quarterly basis as the Assessments are received. The Board of Directors of the Association shall adopt and adhere to a comprehensive and detailed policy regarding the Appropriated Reserve Funds. At a minimum, said policy shall include a detailed description of each reserve account, a detailed description of the methodology used to determine the useful life of the asset for which funds are being reserved to replace the asset, a long-term funding schedule for all Appropriated Reserve Funds, an annual detailed accounting of the debits and credits related to specific assets in each reserve account, and an annual written determination by the auditors in the annual audit report as to whether or not the reserve funds have been maintained and accounted for in a manner consistent with the policy. The detailed figures for such funds shall be available for inspection and copying by Owners upon request and reasonable notice.

Section 12.9 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Lot, Recreational or Commercial Property on the first day of the first month following the date of conveyance of such Lot, Recreational or Commercial Property by the Declarant. The first year's Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot, Recreational or Commercial Property.

Section 12.10 Subordination of the Lien to First Mortgage. The lien of Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of a Mortgagee's first mortgage upon any Lot, Recreational or Commercial Property only to the extent limited by the Act. The sale or transfer of any Lot, Recreational or Commercial shall not affect the Assessment lien. However, the sale or transfer of any Lot, Recreational or Commercial Property or other property which is part of the Properties and which is subject to foreclosure of an institutional Mortgagee's first mortgage or is conveyed by deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer only to the extent limited by law. No sale or transfer shall relieve such Lot, Recreational or Commercial Property from lien rights for any Assessments thereafter becoming due. Any unpaid share of Common Expenses or Assessments as limited by law shall be deemed to be Common Expenses collectible from Owners of all the Lots, Recreational or Commercial Property, including such acquirer, its successors and assigns.

Section 12.11 Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of Owners and Neighborhoods (as applicable) or other Properties and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner as permitted by the Act.

Section 12.12 Contributions to Working Capital. Upon each and every transfer of record title to a Lot, Recreational or Commercial Property, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount of Seven Hundred and Fifty Dollars (\$750.00), unless otherwise determined or increased by the Board from time to time. The Association shall collect same upon the transfer of a Lot, Recreational or Commercial Property. The Contributions to the Working Capital Fund will be overseen and administered by the Association and, they may be used for any legitimate Association purpose, in the Board's discretion, including the purchase of, or reimbursement for, items purchased by the CDD benefitting the entire Riverwood community regardless of their location (in RCA or in CDD areas). A reasonable method for purchasing and/or reimbursement of said items and subsequent

ownership shall be as agreed by the RCA and the CDD. The capital contribution required by this Section shall constitute an Assessment against the Lot, Recreational or Commercial Property and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article XII.

Section 12.13 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments:

12.13.1 all Common Area; and

12.13.2 all property dedicated to and accepted by any governmental authority or public utility, including without limitation the CDD. For commercial parcels in the community that are or have been purchased by the CDD, such parcels shall be exempt from assessments for so long as the parcels are owned by the CDD and are used for CDD purposes benefitting the residential owners in the Riverwood Community. In the event that the CDD sells the property or uses them for commercial purposes or purposes other than those that benefit the residential owners in the Riverwood Community, the parcels shall become subject to assessments as provided herein.

Section 12.14 Unappropriated Contingency Fund.

12.14.1 The Association shall create an "Unappropriated Contingency Fund" to pay for unanticipated expenses, usually arising as the result of an emergency or other major unanticipated event. This fund is not to be used to fund special projects or equipment that were not included in the adopted budget.

12.14.2 The expenditure of the Unappropriated Contingent Fund shall require a majority vote of the Board of Directors, and such funds shall be spent at the discretion of the Board.

12.14.3 Any unused amount in this Unappropriated Contingency Fund will be carried over in this account from year to year.

12.14.4 The amount of the Unappropriated Contingency Fund may be increased or decreased by a majority vote of the Board, in its discretion.

Section 12.15 Budget.

12.15.1 The Board shall have the authority to appoint a Finance Committee comprised of Members of the Association.

12.15.2 The Committee may solicit input from the RNC and from Neighborhood Associations. The Association and the Association Manager will timely provide the Finance Committee with the data reasonably necessary to formulate a tentative budget.

12.15.3 A tentative budget will be presented by the Finance Committee to the Association at an open budget meeting conducted by the Board in October of each year. Following this meeting, the Finance Committee may amend the tentative budget and will provide the final tentative budget recommendation to the Board prior to its budget adoption meeting.

12.15.4 The Board will adopt a budget no later than the end of November each year. The Board will either adopt the budget as presented by the Finance Committee, or amend it.

12.15.5 Unspent funds from a budget year shall not be refunded, but rather shall carryover to the next budget year.

12.15.6 The Board has the right to adopt the annual budget. However, each annual Association budget shall contain the reasonably anticipated expenses and revenue for that year.

12.15.7 Except in cases of emergency, each Neighborhood's annual maintenance budget shall not be over-spent. Except in cases of emergency, for the remainder of the Association budget, total annual expenses shall not exceed the total annual budget.

ARTICLE XIII

CONSTRUCTION AND MODIFICATION REVIEW PROCESS/ARCHITECTURAL CONTROL

All property which is now or may hereafter be subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article, the Environmental Preservation Guidelines, if any, and such standards, including Design Standards and Guidelines as may be promulgated by the Board, or the Modification Committee. The Board has the authority to adopt different standards for different Neighborhoods as deemed necessary by the Board. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 13.1 and 13.2 of this Article.

No construction, which term shall include within its definition clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and Article XIV, until the requirements below have been fully met, and until the approval of the appropriate committee and/or the Board has been obtained. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder.

All structures constructed on any portion of the Properties shall be designated by and built in accordance with the plans and specifications submitted to the Board or the designated committee and in accordance with the Design Standards and Guidelines and Supplemental Declarations.

Section 13.1 INTENTIONALLY LEFT BLANK.

Section 13.2 Modifications Committees. The Board of Directors may establish the following Modifications Committees (sometimes collectively or individually referred to as MC as the context indicates): (a) Residential Modification Committee, (b) Commercial Property Modification Committee, and (c) Recreational Property Modification Committee, who shall only have jurisdiction over modifications, additions or alterations to unimproved or previously improved Lots, Commercial Property and Recreational Property, respectively. Each MC shall consist of

least three (3) Association Members . The term of the Modification Committee members shall be two years and terms shall be staggered to prevent the complete turnover of members in any one year. The Board of Directors shall appoint Members to Modification Committees.

The Residential Modification Committee may delegate its authority to any appropriate board or committee of any Neighborhood Association or groups of Neighborhood Associations subsequently created or subsequently subjected to this Declaration so long as the Residential Modification Committee has determined that such board or committee has in force review and enforcement practices, procedures and appropriate written guidelines and procedures at least equal to those of the Residential Modification Committee. Such delegation is advisory in nature and may be revoked and jurisdiction reassumed at any time by written notice.

Notwithstanding anything to the contrary, Neighborhood Associations shall have the right to propose changes to their Neighborhood Design Standards and Guidelines and/or the Supplemental Declaration enacting the Design Standards and Guidelines. Any such proposed changes are subject to the approval of the Residential Modification Committee and the Board. In the event the Residential Modification Committee denies approval of the changes proposed by the Neighborhood Association, the Neighborhood Association shall have the right to appeal this decision to the Board of Directors of the Riverwood Community Association in the manner set forth in Section 13.8 entitled Right of Appeal.

The Modification Committees shall promulgate standards and procedures governing their areas of responsibility and practice, subject to the approval of the Board of Directors. In any event of any conflict, the ruling of the Board shall be controlling. In addition thereto, the following shall apply: Plans and specification showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design as to the harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation.

In the event that the applicable MC fails to approve or to disapprove such plans or to request additional information required within forty-five (45) days after submission, the plans shall be deemed approved. The forty-five (45) day period does not begin until all information required by the MC has been submitted.

Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of his Private Property or to prohibit the right of an Owner to perform items as set forth in Section 14.23 entitled Maintenance Items.

Section 13.3 No Waiver of Future Approvals. The approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the MC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

Section 13.4 Variance. The MC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations and upon approval by the Board. Such variances may only be granted, however, when unique circumstances dictate and after all Owners within 50 feet of the affected Lot have been notified in writing of the details of the request for a variance and these

Owners comments, if any, have been considered by the MC. No variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 13.5 Compliance. Any contractor, subcontractor, agent, employee or other invitees of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the MC may be excluded by the Board from the Properties owned and/or operated by the Association without liability to any person, subject to the notice and hearing procedures that may be required by the Act.

Section 13.6 Right to Inspect. During the construction process, there is specifically reserved unto the MC the right of entry and inspection upon any Private Property for the purpose of determination by the MC whether there exists any constriction or any improvements which violate the terms of any approval by the MC and or the terms of which Declaration or of any other covenant, conditions and restrictions to which its deed or other instrument or conveyance or Plat makes reference.

In regard to the MC, there is specifically reserved the right of inspection upon any Private Property, for the purpose of determination by the MC whether or not there are proposed or existing modifications which violate the terms of any approval by the MC or the terms of this Declaration or of any other covenant, conditions or restrictions to which its deed or other instrument of conveyance or Plat make reference. Prior to such an inspection, the MC shall notify the Owner of the Private Property or Owner's designated representative as to the reason for the inspection and to schedule a mutually agreeable date and time for the inspection to take place. Notification to the Owner or Owner's designated representative shall be in writing, and an affidavit of the person mailing or hand delivering the aforesaid notice stating that it was properly mailed or delivered shall be conclusive evidence of the proper notification. The Owner or Owner's designated representative may accompany the inspection of the Private Property if they so desire.

The MC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's fees in connection therewith and the same shall be assessable and collectible in the same manner as any assessment provided for herein. The Association shall indemnify and hold harmless the MC from all costs, expenses, and liabilities, including attorney's fees, incurred by virtue of any service by a member of the MC as a member of the MC.

Section 13.7 Rights of the Golf Club Owner. The Golf Club owner shall be given Notice of all meetings of the MC wherein the improvement under consideration (or any portion thereof) is contiguous to the Golf Club. If in the reasonable opinion of the Golf Club owner the construction or modification being reviewed has a material adverse impact on the Golf Course whether by restriction of view, hazards to person or otherwise, the Golf Club Owner may disapprove the proposed construction irrespective of the approval of same by the MC and the Owner shall resubmit to the MC the proposed construction or modification so as to take into account the objection of the Golf Club owner which shall be given in writing to the Owner by the MC. Any MC having the authority to review modifications requests presented by the Golf Club owner, shall have the authority to adopt standards, as approved by the Board, for approval of such modification requests, including but not limited to proposed improvements affecting

Association property, CDD property, or individual Lots or Neighborhoods in Riverwood, as well as the views from Association property, CDD property, or individual lots or Neighborhoods in Riverwood. The MC shall notify adjacent property owners, including the CDD, of any meetings at which such improvements are requested and are to be considered by the MC or the Board.

Section 13.8 Right of Appeal. Owners shall have the right to appeal the decisions of the MC directly to the Board of Directors. A request of appeal must be in writing and be submitted to the Association and Committee within ten (10) days of the decision of the Committee. The Board must consider any appeal in a hearing with the Owner. Such hearing shall be held within thirty (30) days of receipt of request of appeal. No Committee decision will become effective until after a requested appeal hearing and decision by the Association has been made. The decision of the Association does not stop the Committee or Association from withholding or consenting to any similar appeal submitted for approval or consent.

Section 13.9 Open Meetings. All meetings of the MC at which a quorum of the Members of the committee are present must be open to Members and properly noticed in accordance with the provisions in the By-Laws regarding Board meeting notice and owner attendance rights.

ARTICLE XIV USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and commercial purposes as may more particularly be set forth in, Charlotte County Resolution Number 90-287 (Riverwood Planned Development Zoning) and this Declaration and any amendments or Supplement hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood, Recreational or Commercial Property may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards contained in any such Supplemental Declaration.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards, rules, regulations, and restrictions governing the use of the RCA property and Lots and properties subject to this Declaration, in addition to those contained herein. The RCA shall have the authority to adopt rules over CDD-owned property only to the extent agreed by the CDD. Additional restrictions of a uniform and non-discriminating character may be approved by the Association as to individual Neighborhoods in order to take into account special circumstances within such Neighborhoods. The use restrictions set forth in this Article shall apply to the Commercial or Recreational Properties only in the event specifically referred herein.

Such regulations and use restrictions shall be binding upon all Owners of Lots and occupants.

Section 14.1_Parking and Vehicular Restrictions.

14.1.1 Permitted Parking in the Properties. Parking in the Properties shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed for such purpose. This restriction is designated to prohibit parking of "Commercial Vehicles" (as defined below) on Private Property unless fully enclosed in a closed garage. Notwithstanding the foregoing, the Association's ability to enforce parking restrictions is limited to property owned by the Association and the residential Lots

governed by the Declaration, or as otherwise may be agreed by the CDD over CDD-owned property.

14.1.2 Commercial Vehicles. "Commercial Vehicles" shall mean those which are not designed and used for customary personal/family purposes. The Board shall have the authority to adopt additional standards, rules, and regulations regarding the definition or type of vehicles that are considered Commercial Vehicles prohibited by this Section. The absence of a commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a Commercial Vehicle.

14.1.3 Repairs. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the Properties owned or controlled by the Association or upon any Lot, except in an enclosed area with the doors thereto closed at all times or in a portion of the Commercial Properties or Recreational Properties designated for such purpose, such as by way of example and not limitation, a maintenance yard at the Golf Course or service station constructed on the Commercial Property.

14.1.4 General Parking Restrictions. Parking of vehicles shall be limited to designated parking areas, driveways, and garages. Parking on lawns, grass, or vacant lots is not permitted, and parking on streets between 2:00 a.m. and 6:00 a.m. is not permitted unless approved by (a) the Board of Directors or (b) the governmental authority having jurisdiction over the right-of-way. No Owner shall keep any vehicles on the Common Areas as such an action shall be considered a nuisance by the Board. Parking on CDD property is also subject to any rules, regulations, or restrictions imposed by the CDD.

14.1.5 Parking Lots. Overnight parking (2:00 a.m. through 6:00 a.m.) is not permitted in the Activity Center parking lot or in any other residential parking lot, unless the CDD or a Neighborhood Association approves parking in a parking lot or in parking spaces within its boundaries. Restricted Vehicles, as defined in Section 14.1.6.1, other than Commercial Vehicles, are not permitted to park in the Activity Center parking lot or any other residential parking lot.

14.1.6 Parking of Restricted Vehicles.

14.1.6.1 Restricted Vehicles Defined. The following are defined as "Restricted Vehicles": but not limited to Commercial Vehicles, campers, non-handicapped conversion vans, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, all-terrain vehicles, non-passenger type vans (those designed primarily for transporting cargo), personal watercraft, boats, and boat trailers. The prohibition on parking of Restricted Vehicles contained in this section shall not apply to temporary parking of Commercial Vehicles such as for construction use of providing pick-up and delivery and other commercial services nor to any vehicles of the Recreational or Commercial Properties that are parked on the Recreational or Commercial Properties. More lenient parking restrictions may be permitted for Commercial Property if specifically designated in a Supplement. Restricted Vehicles shall not be permitted to be parked or stored at any place within the Properties, except in spaces, if any, specifically designated by the Association, or in fully enclosed garages. At no time are Restricted Vehicles permitted to park on the street, vacant

lots, or parking lots, except for Commercial Vehicles as described above. Restricted Vehicles are prohibited from parking in the driveway of a residence unless the Owner of that Lot complies with the Temporary Driveway Parking of Restricted Vehicles Procedure set forth in Section 14.1.6.2 below.

14.1.6.2 Temporary Driveway Parking of Restricted Vehicles Procedure. Restricted Vehicles are normally prohibited from parking in driveways. Short term driveway parking will, however, be permitted as follows:

A Restricted Vehicle is permitted to park in a driveway for a maximum of one hour no more than twice in a calendar day, or for overnight (6:00 p.m. – 9:00 a.m.) loading or unloading prior to or following an extended trip. In the instance of overnight loading or unloading, the Owner shall notify the Association in advance if so required by rules, regulations, and procedures adopted by the Board. At anytime, a Restricted Vehicle is parked in a driveway in violation of these rules, the Association may notify the Owner that he/she has one hour to remove the vehicle. Notification may be made by phone or in person by Association management or staff. In all cases, the first attempt at notification shall be the start of the one-hour period for removal of the Restricted Vehicle.

Section 14.2 Occupants Bound. All provisions of the Declaration, By-Laws and of any Rules and Regulations or restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owners. Every Owner shall cause his occupants to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 14.3 Animals and Pets. No animals, wildlife, livestock, exotic animals, rodents, raccoons, pigs, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets (such as fish and birds) may be permitted in a Lot and pet shops or similar business establishments operated within the Commercial Properties. All pets shall always be controlled by their Owner or handler. Those pets which, in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request. No pets shall be kept, bred, or maintained on any Lots for commercial purposes. Household pets shall at all times whenever they are outside a Lot be confined on a leash held by a responsible person. Pets shall only be permitted on the Common Areas in such portions thereof as also so designated by the Association. All persons bringing a pet onto the Common Areas and all vacant Lots shall be responsible for immediately removing any solid waste of the pet.

Section 14.4 Nuisances. No portion of the Properties shall be used, in whole or part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noises, sounds, sights, lights, or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No obnoxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon, including but not limited to conduct tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be any

plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 14.5 Hazardous Materials. Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 14.6 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas, if any, and all events such containers shall not be visible from any of the Properties except for the minimum time necessary for its collection. All trash dumpsters on Private Property must be screened from view on all four (4) sides and must be removed from the Properties on a regular basis so as not to cause an unsanitary condition. No odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Appropriate flexibility shall be afforded food service operations, however. No clothing or household fabric shall be hung, dried or aired in a manner which is visible from any roadway, and no lumber, grass, shrub, or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties, except within an enclosed structure appropriately screened from view erected for that purpose, if any.

Section 14.7 Unsightly or Unkept Conditions. It shall be the responsibility of each Owner of a Lot, Recreational and Commercial Property to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her Lot, Recreational or Commercial Property, respectively. No unused or inoperable equipment, including but not limited to inoperable vehicles, or other materials, machinery, equipment or debris not part of the original construction of the home shall be allowed to remain on any Lot unless within an enclosed garage.

Section 14.8 Outside Installations. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of radio or other signals other than television shall be placed, allowed, or maintained upon the exterior Lot or Common Area, unless the same is approved by MC. A Property Owner may install an antenna or a satellite dish that is used to receive direct broadcast satellite service or television broadcast signals so long as such antenna or satellite dish is one meter or less in diameter and is not installed in a location that is visible from the street. Notwithstanding the above, the Property Owner may install an antenna or satellite dish which is visible from the street if alternative installation locations preclude reception or transmission of an acceptable quality signal or if the alternative location unreasonably delays or prevents the installation, maintenance, or use (or unreasonably increases the cost of installation, maintenance, or use). The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any master system or systems be utilized and require any such exterior apparatus. No radio station or shortwave operations of any kind shall operate from any Lot or Common Areas, except for communication equipment utilized by the Association, Recreational and Commercial Properties.

Section 14.9 Subdivision of Lot and Time Sharing. No Lots shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Lot intended for a single family

detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Lots. In the event of a division in ownership of any Lot, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Lot for purposes of voting and shall be jointly and severally liable for all Assessments against the Lot hereunder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Lots rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by up to two (2) joint tenants or tenants-in-common nor shall it prohibit ownership by an Owner who is not a natural person.

Section 14.10 Firearms. The discharge of firearms, crossbows, bows and arrows, or other weapons that discharge dangerous projectiles as may be defined by rules and regulations adopted by the Board within the Properties is prohibited except with the prior approval of the Board of Directors. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. This restriction shall not prohibit the discharge of firearms in connection with "shotgun" start tournaments held at the Golf Course. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take any action to enforce this Section.

Section 14.11 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Association, the Golf Club or the CDD. In the event effluent irrigation becomes available, the Association, Owners of Lots, Commercial and/or Recreational Properties may be required to connect to irrigation systems on their property to the effluent source, all at the Owner's sole cost and expense.

THESE REQUIREMENTS RELATING TO THE USE OF EFFLUENT IRRIGATION HAVE BEEN IMPOSED PURSUANT TO GOVERNMENTAL APPROVALS FOR THE PROPERTIES. NEITHER, THE ASSOCIATION, THE RECREATIONAL PROPERTY OWNER, THE CDD NOR ANY DIRECTOR, SUPERVISOR, OFFICER OR EMPLOYEE THEREOF SHALL HAVE ANY LIABILITY TO ANY OTHER PERSON RELATING TO THE USE OF EFFLUENT IRRIGATION OR PROPERTY DAMAGE OR PERSONAL INJURY RELATING THERETO.

Section 14.12 Tents, Trailers, and Temporary Structures. Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, basement or any structure of a temporary nature shall be placed upon any Lot unless such structure will be used for special short-term occasions.

Section 14.13 Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Private Property, or the Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 14.14 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence,

wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 14.15 Utility Lines. No overhead utility lines, including without limitation lines for electric, telephone and cable television or other communications or internet services, shall be permitted within the Properties, except for temporary lines as required during construction, lines on or adjacent to the boundaries of the Property as the same exist or may be replaced and high voltage lines if required by law or for safety purposes.

Section 14.16 Wetlands, Lakes and Water Bodies. All lakes, ponds, and streams within the Properties, if any, shall be designated as aesthetic amenities only or for limited recreational use. Such use shall be defined by the Board of Directors by appropriate signage or by Rules or Regulations. If a lake, pond or stream has been designated as an aesthetic amenity only, no use thereof, including, without limitation, swimming, boating, playing, fishing or use of personal floatation devices, shall be permitted. If a lake, pond or stream has been designated as a limited recreational area, swimming and the use of personal floatation devices shall be prohibited, but boating, fishing, and other activities will be permitted to the extent designated in the Rules and Regulations. Notwithstanding anything to the contrary, residents of Vizcaya Lakes Mobile Home Community shall be permitted to use the 30-acre lake adjacent to the property now known as the Vizcaya Lakes Mobile Home Community in accordance with the Lake Usage Agreement dated May 11, 1988. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Properties. This section shall not restrict the right of the Class "C" Member to permit other use of bodies of water within the Golf Club in connection with golf course play or other activities of the Golf Club.

Section 14.17 Playground. Any playground or other play areas or equipment furnished by the Association or any Neighborhood Association or erected with the Properties shall be used at the risk of the user, and neither the Association or any Neighborhood Association shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 14.18 Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be constructed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to operation of the Recreational or Commercial Property.

Section 14.19 Leasing of Lots.

14.19.1 Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

14.19.2 Leasing Provisions.

14.19.2.1 General. Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The terms and restrictions on leasing for Lots within a Neighborhood shall be as described in the Supplemental Declaration for the Neighborhood or the Neighborhood Documents.

Section 14.20 Landscaping. Installation and removal of landscaping shall be subject to the prior approval of the MC. No trees shall be removed except for diseased or dead trees and the trees needing to be removed to promote the growth of other trees or for safety reasons and such removal may be conditioned upon replacement of removed trees. Notwithstanding the foregoing, the Owners of Private Property have the right to remove and replace flowers, shrubs, lawn and trees without prior approval, provided that the lawn replacement is of the same variety as permitted under the Neighborhood Design Standards and Guidelines and that the diameter of any tree being removed is less than four inches.

Section 14.21 Septic tanks. Septic Tanks are not permitted on any portion of the Property, except for sales centers, model homes and construction offices.

Section 14.22 Private Golf Carts. Except as set forth below or as specifically provided in a Supplemental Declaration, the use of private golf carts within the Properties shall be permitted. The Board may impose reasonable liability insurance requirements on Owners to protect the Association. Owners who have private golf cart privileges shall not operate golf carts on sidewalks or on streets within Riverwood where signs are posted by the Association or the CDD prohibiting their use. All such carts shall be utilized only by licensed drivers and in compliance with the manufacturer's instructions and all rules and regulations promulgated by the Association and the Golf Club Owner. Owners of Commercial and Recreational Properties shall be permitted to use private golf carts for maintenance and operation of their Commercial or Recreational Property.

Any use of golf carts within the Properties shall be at the sole risk of the operator thereof and no action shall be made against the Association or the CDD in relation to personal injury or property damage resulting from such use, and each Owner who uses a private golf cart or permits the same to be used by his family, guests, invitees or agents agrees to indemnify the Association and the CDD from any claim, loss, damage, fee or costs resulting from use of the private golf cart by the Owner, his family, guests, invitees and agents. Use of golf carts on any streets within the Properties is further subject to compliance with Florida law and each Owner and user of a private golf cart agrees to comply with any requirements of such law. An Owner may have his or her

privileges to operate a golf cart limited, suspended, or terminated by the Association for operating a golf cart in a reckless, dangerous or inappropriate matter.

Section 14.23 Maintenance Items. Owners of the Private Property have the right to perform or have others perform for them the items listed below. The performances of any or all of these items does not require the filing of any application nor the approval of any other party except for those that are required by various governmental agencies or in accordance with Article XIII.

14.23.1 Replacement. The repair, replacement, or maintenance of the interior or exterior of the residence including such items as window panes, door frames, doors, fascia boards, gutters, lanai screens, or roof tiles provided that the repair, replacement or maintenance does not materially change the color or the appearance of the residences or other improvements.

14.23.2 Re-Painting. The repainting of the exterior of the residence or other improvements provided that the colors used in the repainting are not materially different from the existing color.

14.23.3 Water Usage. The washing, pressure or otherwise, of residences, roofs, driveways, automobiles and the watering of lawn, shrubs, trees and flowers provided that such actions are in accord with any governmental agencies having jurisdiction over water usage.

14.23.4 Furnishings. The furnishing (excluding Window Coverings which are covered under Section 14.24.13), decorating and lighting of the interior of the residences including the screened porch and/or the lanai.

Section 14.24 Approval by MC. The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the MC in accordance with Article XIII. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with Article XIII.

14.24.1 Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Association, except as may be required by law, and replacement of such signs (similar or otherwise). If permission is granted to any Owner to erect a sign within the Properties, the Association reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

14.24.2 Driveways, Garage Doors, Walkways and Mailboxes. All driveways, walkways and mailboxes shall be maintained in the style originally established or approved in accordance with Article XIII. With respect to driveways, culverts installed herein shall be of a type and quality approved by the Association and the grade of same shall be set by the Association.

Individual Neighborhood's Mailboxes shall be of the same design, color and installation for all homes as specified by the Neighborhood Design Standards and Guidelines or, if the absence of such, as promulgated by the residents of an individual Neighborhood provided such design is approved by the Board.

Garage doors are to be kept in a closed position except when the garage is in use for ingress and egress of vehicles.

14.24.3. Pools. No above-ground pools shall be erected, constructed or installed on any Lot except that above-ground pools which are integrated within the construction of a building or decking around the building, and above-ground spas or Jacuzzis, may be permitted if approved in accordance with Article XIII. All pools, spas, or Jacuzzis within the Properties must comply with all applicable Florida and Local rules, laws, codes and regulations for safety and construction.

14.24.4 Wells and Drainage. No private water system or well shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the CDD or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant has created and reserved for the CDD and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow and the CDD and the Association may require any owner of a Lot, Commercial or Recreational Property, or Neighborhood Association to treat any irrigation water which causes unsightly or unsanitary conditions.

14.24.5 Air Conditioning Units. No window air conditioning units may be installed on any Lot, Commercial or Recreational Property, except as approved in accordance with Article XIII.

14.24.6 Lighting. Temporary holiday decorative colored lighting may be displayed on a house and/or on a Lot fifteen (15) days before and up to three days after a holiday. The exception to this is a Christmas holiday lighting, which may be displayed from Thanksgiving until January 10th. Such lights do not require approval as in Article XIII. All other temporary lighting and all permanent landscape lights must be clear in color and require approval in accordance with Article XIII.

14.24.7 Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculptures, fountains, bird feeders, bird baths, bird houses, flags and similar yard and exterior ornamentation must be approved in accordance with Article XIII. Nothing contained herein shall prohibit an Owner from displaying artificial vegetation, sculptures, fountains, potted plants, and similar items on the screened porch or lanai of the Owner's residence.

14.24.8 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot, Commercial or Recreational Property unless it is an integral and harmonious part of the architectural design of a structure, and is approved in accordance with Article XIII. No portion of any Lot shall be used for drying or hanging clothes or laundry of any kind, unless such area is adequately hidden from the view of the street. The Association reserves the right to regulate the location, design, style, adequate visual/aesthetic screening, and appearance to the fullest extent permitted by applicable law or governmental rules and regulations.

14.24.9 Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Lot, Commercial or Recreational Property except as approved in accordance with Article XIII.

14.24.10 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted on a Lot if approved in accordance with Article XIII.

14.24.11 Storm Precautions. No hurricane or storm shutters, or other severe weather protection ("Storm Protection") shall be permanently installed on any structure on a Lot unless first approved in accordance with Article XIII. Storm Protection may be installed temporarily, and other storm precautions may be taken to protect structures on a Lot, in accordance with any rules, regulations, or guidelines established by the Board. NEITHER THE ASSOCIATION OR ANY OF ITS DIRECTORS, OFFICERS, COMMITTEE MEMBERS OR EMPLOYEES SHALL HAVE ANY LIABILITY FOR THE FAILURE TO PERMIT THE INSTALLATION OF PERMANENT STORM SHUTTERS THAT VIOLATE THE ASSOCIATION'S STANDARDS, RULES, OR REGULATIONS.

Storm Shutters that are to be permanently installed on the exterior of a home to be operated and closed during severe weather, including all hardware, must meet the following criteria set forth below. All storm shutter installations first require written approval from the Riverwood Modification Committee, and are subject to the following: (1) roll down, accordion and storm panels are acceptable types of shutters for use in Riverwood; (2) all shutters/tracks must be painted to match the color of the surface to which they are attached; (3) storm panels must be painted to match the body or trim of the house, or be painted white. No mill finish storm panels will be approved; (4) all storm shutters must be installed by a licensed contractor with proper Charlotte County permitting. The Board shall have the authority to establish standards for permanent installations and temporary protection (such as removable panels, plywood, tarp, etc.).

14.24.12 Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other moveable play equipment, wading pools, strollers and similar items shall be stored so as not to be visible from streets or properties adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent properties when not in use. All swing sets, basketball hoops and backboards and similar sporting or playground equipment may be erected on Lots provided it is approved in accordance with Article XIII.

14.24.13 Window Coverings. All window coverings on any structure which are visible from street or dwellings on other Lots shall have a white or off-white backing, natural finishes such as wood, or blend with the exterior color of the dwellings unless first approved in accordance with Article XIII. Darkly tinted window glass, dark window film or highly reflective, mirror-like glass or film, stained glass windows, decorative colored window film or any similar material may be installed with approval in accordance with Article XIII. However, nothing contained herein shall prohibit the installation of clear or lightly tinted window film used primarily for protection against flying glass. Awnings,

canopies or shutters may only be permanently installed on the exterior of any building with approval in accordance with Article XIII.

14.24.14 Displaying the American Flag and Other Official Flags. Unless otherwise regulated by the Homeowners' Association Act:

(a) Any Owner may display up to two (2) of the following portable, removable flags, not larger than four and one-half (4 1/2) feet by six (6) feet: the United States flag; the official flag of the State of Florida; a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard; a POW-MIA flag; a first responder flag as defined by Section 720.304 of the Homeowners' Association Act. All such flags must be displayed in a respectful manner and consistent with the requirements of applicable state or federal law.

(b) Any Owner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the Owner's real property, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one (1) official United States flag, not larger than four and one-half (4 1/2) feet by six (6) feet, and may additionally display one other flag permitted in the section above. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Association's architectural standards.

ARTICLE XV NEIGHBORHOODS

Section 15.1 General. Every Lot shall be located within a Neighborhood. The Lots within a Neighborhood may be subject to additional covenants and/or the Lot Owners may all be members of a Neighborhood Association in addition to the Association. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee at a Neighborhood meeting as described in the By-Laws.

Section 15.2 Request for Services. Subject to the provisions in Section 12.4, each Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood, the cost of which shall be assessed against the benefited Lots as a Neighborhood Assessment.

Section 15.3 Division of Neighborhoods. The Declarant has designated the Neighborhoods by Supplemental Declarations. Upon a petition signed by a majority of the Lot Owners in the Neighborhood, any Neighborhood may apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a Plat or survey of the entire parcel which indicates the boundaries of the proposed Neighborhoods. A Neighborhood division or combination requested by the Neighborhood(s) shall be permitted only with the approval of the Board. The Board may deny an application in its discretion or upon a determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods.

ARTICLE XVI RECREATIONAL PROPERTY

Section 16.1 General. The portions of the Properties which are operated for commercial for-profit recreational purposes shall be designated as Recreational Properties. The Recreational Property shall include the Golf Club. Each owner of a Recreational Property will be a Member of the Association and will appoint one (1) Voting Member. The Recreational Property is not Common Area.

Section 16.2 Golf Club. The Golf Club facilities are private property owned and operated by an entity independent of the Association, and administered according to membership policies and rules and regulations adopted by the owner thereof from time to time. Owners shall not be permitted to begin play from Lots and the same shall be deemed a trespass. The Golf Club facilities may include, without limitation, golf courses, clubhouses, tennis courts, swimming pools, etc., which are separate from the Common Areas. These facilities shall be provided at the discretion of the owner of the Golf Club. Such owner has the exclusive right to determine from time to time, in its sole discretion and without notice of approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, such owner has the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all of the facilities, to transfer any or all of the Golf Club or the operations thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of membership fees, dues, use charges and other charges for use privileges. Ownership of a Lot or any other portion of the Property or membership in the Association or any Neighborhood Association does not give any vested right or easement, prescription or otherwise, to use the Golf Club, and does not grant any ownership or membership interest therein.

Section 16.3 INTENTIONALLY LEFT BLANK.

Section 16.4 Rights of Access and Parking. The Recreational Property owners and the persons permitted to use the Recreational Properties by the Recreational Property owners (regardless of whether such persons are Owners hereunder) shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance to the Properties from and to the Recreational Property, respectively, and, further, over those portions of the Properties (whether, Common Area or otherwise) reasonably necessary to the use, operation, maintenance, repair and replacement of the Recreational Property. Without limiting the generality of the foregoing, members of the Golf Club and permitted members of the public shall have the right to park their vehicles on the Association's private roadways only with the advance written approval of the Association at reasonable times before, during, and after golf tournaments and other similar functions held by or at the Golf Club.

Section 16.5 Jurisdiction and Cooperation. The Association, Community Development District and the owners of the Recreational Property are intended to cooperate to the maximum extent possible in the operation of the Properties and the Recreational Property. Each shall reasonably assist the other in upholding the Community-Wide Standard as set from time to time. The Association shall have no power to promulgate Rules and Regulations affecting activities on or use of the Recreational Property without the prior written consent of the owners of the Recreational Property.

Section 16.6 Easement for Golf Balls. Every Lot is burdened with an easement permitting golf balls hit from the Golf Course to unintentionally come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if the Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Association, the Owner of the Golf Course, the golf course designer, or any other party other than the golfer who caused the property damage or personal injury arising or resulting from any errant golf balls or golf clubs, any property damage or personal injury that may be caused thereby, or for negligent design of the golf course or siting of the Lot. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls.

Section 16.7 Assumption of Risk Indemnification. Each Owner by its purchase of a Lot in the vicinity of the Golf Club hereby expressly assumes the risk of noises, personal injury or property damage caused by maintenance and operation of the Golf Club, including, without limitation: (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes places around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Golf Club, (f) errant golf balls and golf clubs, and (g) design of the Golf Club and agrees that neither the Association nor any other entity owning or managing the golf course shall be liable to Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Golf Club, including without limitation, any claim arising in whole or in part from the negligence of the Association or any other entity owning or managing the golf course. The Owner hereby agrees to indemnify and hold harmless the Association and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenant and others upon such Owner's Lot.

ARTICLE XVII COMMERCIAL PROPERTIES

Section 17.1 General. Portions of the Properties shall be developed for commercial use and will be designated as Commercial Properties in Supplemental Declarations. The Commercial Properties may include, without limitation, shopping centers, office buildings and convenience retail areas. Each Owner of Commercial Property will be a Member of the Association.

Section 17.2 Rights of Access. The Owners of Commercial Property, their guests, invitees, and the employees, agents, contractors, and designees of the Commercial Property shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrances to the Properties from and to the Commercial Property, respectively, and, further, over those portions of the Properties (whether General Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Commercial Properties.

Section 17.3 Jurisdiction and Cooperation. It is intended that the Association and the Commercial Property Owner cooperate to the maximum extent possible in the operation of the

Properties and the Commercial Property. Each shall reasonably assist the other in upholding the Community-Wide Standard as set from time to time.

ARTICLE XVIII CABLE TELEVISION/INTERNET

Section 18.1 Bulk Rate Cable/Internet Agreement. The Association may, but shall not be required to, enter into a bulk rate cable agreement for cable, communication or internet services ("Bulk Agreement") as provided by Section 720.309 of the Act for all or a portion of the Properties. If a Bulk Agreement is entered into, all Lots subject to the Bulk Agreement for which a certificate of occupancy has been issued shall be charged for cable television, internet, or other communication service as a Benefit Assessment, regardless of whether the Owner desires such services. It is anticipated that if a Bulk Agreement is entered into by the Association, tier channels, remotes, pay channels, and other services offered by the cable/internet providers will be available on an individual subscriber basis.

Section 18.2 Easements. The Association shall have the right to grant easements to the cable/internet provider for installation and maintenance of the cable television/internet system, including without limitation head-ends, wiring, switches and amplifiers. The cable/internet providers shall also have the right to use easement areas dedicated for utilities. Notwithstanding anything to the contrary, the cable/internet provider shall retain ownership of all equipment installed within the Property.

Section 18.3 Prewire. If a Bulk Agreement is entered into by the Association, the Association may permit the cable/internet provider to pre-wire each building or home constructed on the Property for cable television/internet service (collectively, the "Prewire") at its sole cost and expense. Each Owner acknowledges, in this event, that the Prewire installed within the building shall be and remain the personal property of the cable/internet provider. Owners shall have no ownership interest in the Prewire and the right of use thereof shall remain solely with the cable/internet provider. Each Owner by acceptance of title to a Lot hereby grants to the cable/internet provider an irrevocable easement to install and maintain the Prewire in the building. Upon termination of the Bulk Agreement, the cable/internet provider may, but is not obligated to, remove all or any portion of the Prewire within the Building, after reasonable notice to Owner, provided no material or substantial injury to the building would result from such removal.

ARTICLE XIX GENERAL PROVISIONS

Section 19.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by sixty seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Declaration shall be terminated as specified therein. Notwithstanding the forgoing, any terms, provisions, covenants, restrictions

or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Properties or any portion of the Properties which is subject to the rules, ordinances or regulations of the Federal Government, the State of Florida or the County of Charlotte or any agency or body of the foregoing shall be applicable to the Properties in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

Section 19.2 Amendment. Any amendment to this Declaration shall require the affirmative vote (in person or by proxy) or written consent, or by an internet-based electronic voting system, or any combination thereof, of Voting Members representing fifty-seven percent (57%) of the total votes in the Association. Any amendment to be effective must be recorded in the Public Records of Charlotte County, Florida, and must be executed with the formalities of a deed.

No amendment which affects the Surface Water Management System within the Properties or maintenance thereof shall be effective without the prior written consent of the CDD and the Southwest Florida Water Management District.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

19.2.1 Amendment of the Declaration. Proposals to amend the Declaration shall contain the full text of the provisions to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying substantially the following: "SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS FOR CURRENT TEXT."

19.2.2 Amendment of Supplemental Declarations for Unincorporated Neighborhoods. Notwithstanding any provision to the contrary, the Supplemental Declarations that created the Neighborhoods that are not governed by a Neighborhood Association or its own independent Neighborhood Documents for that Neighborhood can be amended by a sixty-seven percent (67%) affirmative vote of the total number of Lots in the particular Unincorporated Neighborhood, provided that the proposed amendment is also approved by a majority of the Board of Directors of the Riverwood Community Association, Inc.

Section 19.3 Indemnification. The Association shall indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any actions, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, misconduct, bad faith, or as otherwise provided by law. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent

that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 19.4 Easements for Utilities, Etc. There is hereby reserved unto the Association, the CDD, and the designees of each (which may include, without limitation, Charlotte County, Florida, and any utility company), blanket easements upon, over, across, and under all of the Properties of ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining restricted access and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water, electric and gas supplier easements across all Lots, Recreational and Commercial Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to the CDD, Charlotte County, Florida, or to any other local, state or federal governmental entity, upon acceptance of such entity and subject to such approval requirements as may be contained in this Declaration.

Section 19.5 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

Section 19.6 Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot, Recreational or Commercial Property for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws and the rules and regulations. This right of entry shall extend to Association's Board of Directors, officers, agents, employees, managers, and all policemen, fireman, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot, Recreational or Commercial Property

to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 19.7 Construction. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 19.8 Litigation. Pursuant to Section 720.303 of the Act, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000.00, the Board must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. No membership approval shall be required for: (a) action brought by the Association against parties to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) enforcement of contracts or agreement with other parties related to Association operation.

Section 19.9 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood Association and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Association. The forgoing priorities shall apply to, but not be limited to, the liens for Assessments created in favor of the Association.

Section 19.10 Use of the Term "Riverwood". No person shall use the term "Riverwood" or any derivative thereof in any printed or promotional material without the prior written consent of the Association. However, Owners may use the term "Riverwood" in printed or promotional matter where such term is used solely to specify that particular property is located within "Riverwood" and the Association, Recreational and Commercial Properties shall be entitled to use the word "Riverwood" in their respective names.

Section 19.11 Compliance.

19.11.1 Every Owner and occupant of any Lot, Commercial or Recreational Property and all members of the Golf Club, their guest and invitees, shall comply with all lawful provisions of this Declaration, the By-Laws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Property. Further, in the event of any violation of any ordinances, rules or restrictions imposed by the County of Charlotte with respect to the Properties, the County of Charlotte may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions, and if such enforcement shall be required by a court of competent jurisdiction, the County of Charlotte shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorney's fees and court costs incurred by said County relative to its enforcement of the foregoing.

19.11.2 In the event such legal action is brought by the Association against a Lot Owner, such Lot Owner shall pay all costs and expenses, including, but not limited to, reasonable attorneys' fees, paralegal fees, and Court costs, incurred by the Association incident to the proceeding and those incurred on appeal, provided the Association prevails in such action.

19.11.3 Upon lack of compliance with the Declaration, By-laws, or rules and regulations by any Owner, guest, family member, tenant or invitee, the Association may, in addition to all other available remedies, impose a fine upon the Owner or any guest, family member, tenant, or invitee, and/or suspend the rights of the Owner, or the Owner's tenants, guests, family members or invitees, to use the common facilities owned or operated by the Association pursuant to the procedures adopted by the Board and in accordance with the Homeowners Association Act.

19.11.3.1 The Board shall have the authority to determine the amount of the daily fine to be proposed for violations, from time to time. A fine may not exceed \$100.00 per violation (unless a higher amount is allowed by law and approved by the Board), and may be levied for each day of a continuing violation, with a single notice and opportunity for a hearing as required by law. A fine may not exceed \$1,000.00 in the aggregate unless allowed by law and approved by the Board. Unless otherwise provided by law, the defaulting person shall be entitled to a hearing before a fining committee appointed by the Board, which shall be made up of at least three (3) members of the Association, who shall not be members of the Board, Officers, employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. Committee members serve at the pleasure of the Board. If the committee, by a majority vote, does not vote to confirm the fine or suspension levied by the Board, it may not be imposed. A fine shall become a lien against a Lot to the fullest extent permitted by law.

19.11.3.2 The Board shall determine the amount of the fine and/or the length of suspension for any particular violation, and shall have the authority to adopt policies and procedures regarding the fine structures and amounts, for providing notice, and for the manner in which hearings are to be conducted. Such policies and procedures may be reviewed and updated from time to time as determined necessary by the Board.

Section 19.12 Independent Builders. The Properties are a master planned mixed use community developed by the Declarant and Declarant's successors and assignees.

Section 19.13 Notice of Transfer of Lot. Commercial or Recreational Property. In the event that any owner desires to sell or otherwise transfer title of his or her Lot, Residential or Commercial Property, such owner shall give the Board of Directors at least seven (7) days prior written notice, or as otherwise may be required by the Board, of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place and such other information as the Board of Directors may reasonably require. Upon receipt of such notice, the Association shall provide a copy of the information received to the CDD.

Section 19.14 Documents to Grantees. All Lot Owners shall be obligated to deliver the Declaration and all other declarations and documents, to any grantee of such Owners.

Section 19.15 Dissolution of Association. The Association shall not be dissolved nor shall it dispose of any real property contained within the Common Area, by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Areas); without the prior approval of all Owners, their mortgages and any governmental agencies having jurisdiction over the Properties.

Section 19.16 Conflict of Documents. In the event of a conflict in the language in the governing documents, the order of prevailing language shall be the Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations

ARTICLE XX MORTGAGEE/PROVISIONS

The following provisions are for the benefit of First Mortgages holding mortgages on Lots, Commercial or Recreational Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 20.1 Notice to Mortgagee. A First Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number), will be entitled to timely written notice of:

20.1.1 any condemnation loss or any casualty loss which affects a material portion of the Properties.

20.1.2 any delinquency in the payment of Assessments or charges owed by an Owner of a Lot, Commercial or Recreational Property subject to the mortgage of such First Mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any First Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by such Owner of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

20.1.3 any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

20.1.4 any proposed action which would require the consent of a specified percentage of eligible holders.

Section 20.2 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the First Mortgagees or Voting Members representing at least sixty-seven (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not;

20.2.1 by act or omission seek to abandon, alienate, release, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising 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 withing the meaning of this subsection);

20.2.2 change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any Supplemental Declaration recorded on any portion of the Properties regarding Assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or Supplemental Declaration is otherwise authorized by this Declaration);

20.2.3 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 Lots and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, use of restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

20.2.4 fail to maintain insurance, as required by this Declaration; or

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

Section 20.3 Taxes. First Mortgages 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 an Association policy, and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 20.4 No Priority. No provision of this Declaration or the By-Laws gives or shall be constructed as giving any Owner or other party priority over any rights of the First Mortgagees of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 20.5 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 20.6 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirement less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 20.7 Applicability of this Article. Nothing contained in this Article shall be constructed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws or Florida law for any of the acts set out in this Article.

Section 20.8 Failure of Mortgages to Respond. Any Institutional Lender who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Lender within thirty (30) days of the Association's request.

**ARTICLE XXI
INTENTIONALLY LEFT BLANK**

**ARTICLE XXII
COMMUNITY DEVELOPMENT DISTRICT**

Section 22.1 General. Each Owner of a Lot, Commercial or Recreational Property Owner acknowledge that the CDD had been created in accordance with Chapter 190, Florida Statutes, for the purpose of implementing a program for the acquisition, construction, operation and maintenance of community facilities and services including, but not limited to, certain roads within the Property, the Surface Water Management System for the Property, a potable water system, sanitary sewer system and non-potable irrigation system.

Section 22.2 Covenant to Pay Community Development Charges. Each Owner of a Lot, and each Commercial or Recreational Property owner, for all real property now or hereinafter owned within the CDD covenants and agrees to pay any and all community development assessments, fees, charges and taxes which may be imposed upon such property to fund all or part of the cost of the acquisition, construction, operation and maintenance of community improvements and facilities, debt service thereof, and any other cost incurred by the CDD.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Riverwood Community Association, Inc., a Florida not-for-profit corporation, hereby certifies that the Amended and Restated Declaration was approved and adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 2nd day of April, 2024.

Riverwood Community Association, Inc.

Witnesses (2) to President's Signature:

Witness #1: Sign: Christine R. Orsburn

Print Name: Christine R. Orsburn

Address: 4250 Riverwood Dr.

Port Charlotte, FL 33953

Signed by: Bruce Dorfman, as President
Bruce Dorfman

Witness #2: Sign: William Veater

Print Name: William Veater

Address: 4250 Riverwood Dr.

Port Charlotte, FL 33953

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 2nd day of April, 2024, by Bruce Dorfman, as President
of the Riverwood Community Association, Inc., who is personally known to me or has produced
_____ as identification.



LISA J. MCGANN
Commission # HH 026277
Expires August 2, 2024
Bonded Thru Budget Notary Services

Lisa J. McGann
Notary Public, State of Florida

Print Name: Lisa J. McGann

Date: April 2, 2024

My Commission Expires: August 2, 2024

Exhibit A

**Amended and Restated Declaration of Covenants, Conditions, and Restrictions for
Riverwood**

1. Initial Property submitted to Original Declaration, attached hereto.
2. All Property referenced and preserved from extinguishment under the Marketable Record Title Act (Chapter 712, *Florida Statutes*) described in the Notice of Riverwood Community Association, Inc. recorded in O.R. Book 4645, Page 678 of the Public Records of Charlotte County, FL.
3. All Property submitted to the Declaration as set forth in the Plats for the subdivision and through any Supplemental Declaration (as further described in Exhibits B and C).

Exhibit "A"



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
4571 Colonial Boulevard, Fort Myers, Florida 33912 • (813) 939-1020 Fax (813) 939-7479

RIVERWOOD: UNIT ONE
W.O.: 855/2300
REF. C-855-8
DATE: 2-19-92

DESCRIPTION

All that part of Section 21, Township 40 South, Range 21 East, Charlotte County, Florida, also being formerly all that part PLAN NO. 2 OF A PART OF WARD 7, EL JOBEAN, according to the plat thereof as recorded in Plat Book 2, Page 48, Public Records of Charlotte County, Florida (vacated) and being more particularly described as follows; COMMENCING at the northeast corner of said Section 21; thence along the north line of said Section 21 N.89°41'38"W. for 11.94 feet to the centerline of C.R. & N. Railroad right-of-way (abandoned) as shown on said El Jobean plat and the POINT OF BEGINNING of the parcel herein described;

thence along said centerline S.12°04'06"W. for 2493.43 feet to the southerly right-of-way line of Lee Circle (a 100' right-of-way) as shown on said plat and to a point on a curve; thence along said southerly right-of-way line, westerly and southwesterly 273.03 feet along the arc of a non-tangential circular curve concave to the southeast, having a radius of 232.00 feet, through a central angle of 67°25'47" and being subtended by a chord which bears S.68°21'12"W. for 257.55 feet to the southerly right-of-way line of Rowe Avenue (a 60' right-of-way) as shown on said plat and to a point on said curve; thence along said southerly right-of-way line N.47°55'54"W. for 1323.02 feet to the southerly right-of-way line of Dade Avenue (a 60' right-of-way) as shown on said plat; thence along said southerly right-of-way line S.72°04'06"W. for 1222.43 feet to a point on the southeasterly projection of the northerly right-of-way line of Lincoln Circle (a 100' right-of-way) as shown on said plat; thence S.77°15'10"W. for 332.00 feet to the radius point of said Lincoln Circle; thence along the southerly projection of the centerline of Hammer Avenue (a 60' right-of-way) as shown on said plat N.12°04'06"E. for 232.00 feet to the southerly right-of-way line of said Lincoln Circle and to a point on a curve; thence along said southerly right-of-way line northwesterly 30.08 feet along the arc of a non-tangential circular curve

OR BOOK 1227 PAGE 1454

Page 1 of 2

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peck, P.E., P.L.S. • Wilbur M. Christensen, Jr., P.L.S. • Clifford H. Schaeffer, P.E.
Alan D. Reynolds, A.I.C.P. • Arico D. White, A.I.C.P. • Gary L. Dunca, C.P.A. • Fernia A. Diaz, P.E. • John E. Beegwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gaudin, C.B.C. • Paul H. Dugas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carlos Day, A.I.C.P. • Michael C. LaMure, P.L.S.

Exhibit A



WILSON • MILLER • BARTON & PEEK, INC.

concave to the southwest, having a radius of 232.00 feet, through a central angle of $07^{\circ}25'47''$ and being subtended by a chord which bears $N.81^{\circ}38'48''W.$ for 30.06 feet to the westerly right-of-way line of said Hamner Avenue and to a point on said curve;
 thence along said westerly right-of-way line $N.12^{\circ}04'06''E.$ for 224.61 feet;
 thence $N.74^{\circ}22'41''E.$ for 635.74 feet;
 thence $N.07^{\circ}20'31''E.$ for 233.50 feet;
 thence $N.58^{\circ}30'00''E.$ for 111.26 feet;
 thence $N.18^{\circ}30'00''E.$ for 210.03 feet;
 thence $N.28^{\circ}59'07''W.$ for 131.99 feet;
 thence $N.25^{\circ}00'00''W.$ for 101.65 feet;
 thence $S.73^{\circ}35'04''W.$ for 427.14 feet;
 thence $N.72^{\circ}45'22''W.$ for 124.95 feet;
 thence $N.12^{\circ}04'06''E.$ for 53.66 feet to the southerly line of those lands as described in Official Record Book 688, page 215, Public Records of Charlotte County, Florida; thence along the easterly projection of said south line $S.89^{\circ}41'38''E.$ for 30.64 feet to the centerline of said Hamner Avenue; thence along said centerline $N.12^{\circ}04'06''E.$ for 254.10 feet to the centerline of Colonial Avenue (a 60' right-of-way) as shown on said plat;
 thence along said centerline $N.72^{\circ}04'06''E.$ for 610.84 feet to the centerline of Ward Road (a 50' right-of-way) as shown on said plat;
 thence along said centerline $N.12^{\circ}04'06''E.$ for 393.40 feet to the north line of said Section 21; thence along said north section line $S.89^{\circ}41'38''E.$ for 2237.99 feet to the Point of Beginning of the parcel herein described;
 Containing 114.13 acres more or less;

Subject to easements and restrictions of record.

OR BOOK 1227 PAGE 1455



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
4571 Colonial Boulevard, Fort Myers, Florida 33912 • (813) 939-1020 Fax (813) 939-7479

RIVERWOOD: AREA FOR SUBDIVISION COVENANTS
AND RESTRICTIONS

PAGE 1 OF 4

W.O.: 855/2300
REF: D-855-30
DATE: 3-17-92

EXHIBIT "B"

DESCRIPTION (NOT SURVEYED)

All that part of Sections 17, 18, 20, 21, 28 and 29, Township 40 South, Range 21 East, Charlotte County, Florida, also being, those lands as described in Deeds recorded in O.R. Book 659 Page 2181, O.R. Book 688 Page 215, O.R. Book 903 Pages 1729 through 1731, O.R. Book 941 Page 164, O.R. Book 941 Pages 165 through 180, and Pages 186 through 188, O.R. Book 941 Page 181, and O.R. Book 941 Pages 183 through 185, O.R. Book 981 Pages 776 and 777, O.R. Book 999 Page 1854, O.R. Book 1014 Page 1891 (all of the Public Records of Charlotte County, Florida) and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 18; thence N.89°30'19"W. along the North line of said Section 18, a distance of 446.73 feet to the Westerlymost boundary of PLAN OF WARD 6 CITY OF EL JOBE-AN, FLORIDA according to the plat thereof as recorded in Plat Book 1, Page 61, Public Records of Charlotte County, Florida and the POINT OF BEGINNING of the parcel herein described; thence return along said North line of Section 18, S.89°30'19"E. a distance of 446.73 feet to the Northwest corner of said Section 17, thence N.89°27'35"E. along the North line of said Section 17, said line also being the South limit of PORT CHARLOTTE SUBDIVISION, Section 49, according to the Plat thereof as recorded in Plat Book 5, Pages 63-A through 63-E, Public Records of Charlotte County, Florida, a distance of 2683.48 feet to the Northwest corner of the Northeast Quarter of said Section 17; thence S.0°47'30"W. along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 17, said line also being the West limit of PORT CHARLOTTE SUBDIVISION, Section 61, according to the Plat thereof as recorded in Plat Book 5, Pages 75-A through 75-C, Public Records of Charlotte County, Florida, a distance of 1335.11 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 17; thence S.89°40'23"E. along the South line of the Northwest

(Continued on Page 2)

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christensen, Jr., P.L.S. • Clifford H. Schneider, P.E. • Allen D. Reynolds, A.I.C.P.
Arten D. White, A.I.C.P. • Gary L. Dancy, C.P.A. • Forth A. Diaz, P.E. • John E. Bauriedl, P.L.S. • Thomas R. Nichols, P.E. • Steven J. Gauden, C.B.C.
Paul H. Duda, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Meane, P.E. • Michael C. LaVure, P.L.S. • Timothy P. Durham, P.E. • Robert E. Farlong, P.E.

OR BOOK 1227 PAGE 1456



WILSON • MILLER • BARTON & PEEK, INC.

RIVERWOOD: AREA FOR SUBDIVISION COVENANTS
AND RESTRICTIONS

PAGE 2 OF 4

W.O.: 855/2300
 REF: D-855-30
 DATE: 3-17-92

1/4 of the Northeast 1/4 of said Section 17, said line also being the South limit of said PORT CHARLOTTE SUBDIVISION, Section 61, a distance of 1323.43 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 17; thence S.0°23'14"W. along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 17, said line also being the West limit of said PORT CHARLOTTE SUBDIVISION, Section 61, a distance of 1314.80 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence S.0°52'20"W. along the West line of the East 1/2 of the Southeast 1/4 of said Section 17, said line also being the West limit of Plat of said PORT CHARLOTTE SUBDIVISION, Section 61, a distance of 2717.26 feet to the Southwest corner of the East 1/2 of the Southeast 1/4 of said Section 17; thence N.89°26'20"E. along the South line of said Section 17, said line also being the South limit of said PORT CHARLOTTE SUBDIVISION, Section 61, a distance of 1328.90 feet to the Southeast corner of said Section 17 and the Northwest corner of said Section 21; thence S.89°41'20"E. along the North line of said Section 21, a distance of 5298.14 feet to the centerline of C.H. & N. Railroad right-of-way (abandoned) as shown on PLAN NO. 2 OF A PART OF WARD 7, EL JOBE-AN according to the plat thereof as recorded in Plat Book 2, Page 48, Public Records of Charlotte County, Florida; thence S.12°04'06"W. along said centerline a distance of 2490.78 feet to the Southerly right-of-way line of Lee Circle (a 100' right-of-way) as shown on said Plat and to a point on a curve; thence Westerly and Southwesterly along said Southerly right-of-way line 273.03 feet along the arc of a non-tangential circular curve concave to the Southeast, having a radius of 232.00 feet, through a central angle of 67°25'47" and being subtended by a chord which bears S.68°21'12"W. a distance of 257.55 feet to the Southerly right-of-way line of Rowa Avenue (a 60' right-of-way) as shown on said Plat and to a point on said curve; thence N.47°55'54"W. along said Southerly right-of-way line a distance of 1323.02 feet to the Southerly right-of-way line of Dada Avenue (a 60' right-of-way) as shown on said Plat; thence S.72°04'06"W. along said Southerly right-of-way line a distance of 1222.43 feet to a point on the Southeasterly projection of the

OR BOOK 1227 PAGE 1457

(Continued on Page 3)



WILSON • MILLER • BARTON & PEEK, INC.

RIVERWOOD: AREA FOR SUBDIVISION COVENANTS
AND RESTRICTIONS

PAGE 3 OF 4

W.O.: 855/2300
REF: D-855-30
DATE: 3-17-92

Northerly right-of-way line of Lincoln Circle (a 100' right-of-way) as shown on said Plat; thence S.77°15'10"W. a distance of 332.00 feet to the radius point of Lincoln Circle; thence S.77°55'54"E. a distance of 125.10 feet; thence continue S.77°55'54"E. along the Northerly line of those lands as described in Official Record Book 981, Pages 776 and 777, Public Records of Charlotte County, Florida, a distance of 1204.90 feet to the Westerly right-of-way line of Southland Avenue (a 60' right-of-way); thence continue along the boundary of said described lands in the following seven (7) described courses:

- 1) S.12°04'06"W. along said Westerly right-of-way line of Southland Avenue a distance of 2123.59 feet; 2) S.77°55'54"E. a distance of 30.00 feet; 3) Southeasterly 212.87 feet along the arc of a circular curve concave to the Southwest, having a radius of 232.00 feet, through a central angle of 52°34'13" and being subtended by a chord which bears S.51°38'48"E. a distance of 205.48 feet to an intersection with the Northerly right-of-way line of Russel Avenue extended; 4) S.72°04'06"W. along said extended right-of-way line a distance of 42.00 feet more or less to the ordinary low water line of a lake;
- 5) Meander Southerly, then Southwesterly along said low waterline 400 feet more or less to an intersection with Easterly right-of-way line of Southland Avenue extended;
- 6) S.12°04'06"W. along said Easterly right-of-way line extended a distance 100 feet more or less to an intersection of the Southerly boundary of Seminole Circle and the Easterly right-of-way line of Southland Avenue; 7) S.12°04'06"W. along said Easterly right-of-way line a distance of 210.24 feet; thence N.77°55'54"W. a distance of 50.00 feet to the Westerly right-of-way line of Southland Avenue; thence S.12°04'06"W. along said Westerly right-of-way line a distance of 861.92 feet to the Northeasterly line of Lot 556 as shown on PLAN NO. 2 OF A PART OF WARD TWO, EL JOBE-AN according to the Plat thereof as recorded in Plat Book 2, Page 43 Public Records of Charlotte County, Florida; thence N.47°55'54"W. along the Northeasterly line of Lot 556 and Lot 470 a distance of 125.50 feet; thence S.42°04'06"W. along the Northwesterly line of Lot 470, a Southwesterly prolongation of Lot 470 and the Northwesterly line of Lot 469, a distance of 260.00 feet; thence S.47°55'54"E. along the Southeasterly line of Lot 469

(Continued on Page 4)

OR BOOK 1227 PAGE 145B



WILSON • MILLER • BARTON & PEEK, INC.

RIVERWOOD: AREA FOR SUBDIVISION COVENANTS
AND RESTRICTIONS

PAGE 4 OF 4

W.O.: 855/2300
 REF: D-855-30
 DATE: 3-17-92

and 559 a distance of 125.50 feet to the Northerly right-of-way line of Weeksonia Avenue, all as shown on said Plat; thence S.72°04'06"W. along said Northerly right-of-way line of Weeksonia Avenue for 734.39 feet; thence N.47°55'54"W. along the Northerly right-of-way line of Tampa Road as shown on said plat of PLAN NO. 2 OF A PART OF WARD TWO, EL JOBE-AN for a distance of 651.26 feet; thence S.72°04'06"W. along the Northerly right-of-way line of Tampa Road as shown on said plat of PLAN NO. 2 OF A PART OF WARD TWO, EL JOBE-AN for a distance of 685.90 feet; thence along the platted rights-of-way and lot lines as shown on PLAN NO. 1 OF A PART OF WARD TWO, EL JOBE-AN, according to the Plat thereof as recorded in Plat Book 2, Page 39, Public Records of Charlotte County, Florida, for the following five (5) described courses: 1) S.12°04'06"W. along the Westerly right-of-way line of Tampa Road for a distance of 685.90 feet; 2) S.47°55'54"E. along the Southerly right-of-way line of Tampa Road for a distance of 292.95 feet; 3) S.42°04'06"W. along the Northwesterly line of Lots 916, 928, 941, 959 and their Southwesterly prolongations for a distance of 565.42 feet to the Southwesterly right-of-way line of Jamaica Way; thence S.44°04'55"E. along said right-of-way line for a distance of 37.94 feet; thence S.46°06'25"W. along the Southeasterly line of Lot 995 and its Southwesterly prolongation for a distance of 334.02 feet to the Mean High Water Line of the Myakka River; thence run Northerly along said Mean High Water Line for a distance of 43,050 feet more or less to a point on a line bearing S.25°09'39"W. from the Point of Beginning; thence along said line N.25°09'39"E. a distance of 590 feet more or less to the Point of Beginning of the parcel herein described;

CONTAINING 1160 acres more or less;

Basis of bearings assumes the West right-of-way line of State Road 771 - EL JOBE-AN Road (130' R/W) being S.12°04'06"W. as shown on the State right-of-way Maps for State Road 771.

OR BOOK 1227 PAGE 1459

EXHIBIT B

Plats for the Riverwood Community, as may be amended, including but not limited to the following:

1. Bay Ridge, Plat Book 17, Pages 50 A-E
2. Bay Ridge Addition, Plat Book 18, Pages 3 A-D
3. Eagle Trace at Riverwood, Plat Book 17, Pages 38 A-E
4. Fairway Lakes at Riverwood, Plat Book 17, Pages 21 A-D
5. Lakeshore Village at Riverwood, Plat Book 17, Pages 28 A-C
6. Lakeshore Village at Riverwood, Replat of Tract "H", Plat Book 17, Page 51
7. Myakka Pointe at Riverwood, Plat Book 18, Pages 36 A – I
8. Myakka Pointe at Riverwood, Unit Two, Plat Book 19, Pages 17 A - E
9. Myakka Pointe at Riverwood Unit Two-A, Plat Book 21, Pages 18 A – C
10. Osprey Landing, Plat Book 17, Pages 52 A-F
11. Redfin Shores at Riverwood, Plat Book 21, Pages 14 A – E
12. Reserve at Riverwood, Plat Book 18, Pages 13 A – B
13. Riverside, Plat Book 17, Pages 32 A – C
14. Riverwood Unit One, Plat Book 17, Pages 15 A-C
15. Riverwood Unit Two, Plat Book 17, Pages 20 A – C
16. Riverwood Unit Three, Plat Book 17, Pages 35 A - E
17. Sawgrass Pointe at Riverwood, Plat Book 19, Pages 23 A – K
18. Sawgrass Pointe at Riverwood Unit Two, Plat Book 19, Pages 28 A - F
19. Sawgrass Pointe at Riverwood Unit Three, Plat Book 20, Pages 4, 4A - H
20. Sawgrass Pointe at Riverwood Unit Four, Plat Book 20, Pages 9 A - J
21. Sawgrass Pointe at Riverwood Unit Five, Plat Book 20, Pages 12 A - I
22. Silver Lakes at Riverwood, Plat Book 18, Pages 24 A - C
23. Silver Lakes at Riverwood Phase Two, Plat Book 18, Page 31 A - D
24. Stonebridge at Riverwood, Plat Book 17, Pages 19 A - D

EXHIBIT C

Supplemental declarations to the Declaration of Covenants, Conditions, and Restrictions for Riverwood, as amended, including but not limited to the following:

- 1. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Bailey's Pond at Riverwood):** Official Record Book 2094, Page 1867
- 2. Supplemental Declaration (Bay Ridge):** Official Record Book 1446, Page 1490
- 3. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Channel Ridge at Riverwood):** Official Record Book 3543, Page 1980
- 4. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Clipper Cove at Riverwood):** Official Record Book 3280, Page 607
- 5. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Driftwood Pointe at Riverwood):** Official Record Book 3179, Page 1285
- 6. Supplemental Declaration (Eagle Trace):** Official Record Book 1371, Page 346
- 7. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Estuary at Riverwood):** Official Record Book 3197, Page 551
- 8. Supplemental Declaration (Fairway Lakes):** Official Record Book 1264, Page 2116
- 9. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Fisher's Landing at Riverwood):** Official Record Book 3465, Page 1417
- 10. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Grand Vista at Riverwood):** Official Record Book 1808, Page 1327
- 11. Supplemental Declaration (Lakeshore Village):** Official Record Book 1320, Page 2192
- 12. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Logan's Pointe at Riverwood):** Official Record Book 2094, Page 1855
- 13. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Marlin Cove at Riverwood):** Official Record Book 2094, Page 1861
- 14. Supplemental Declaration (Osprey Landing):** Official Record Book 1517, Page 312; Corrective Amendment: Official Record Book 3533, Page 1286
- 15. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Oyster Bay at Riverwood):** Official Record Book 3105, Page 695

EXHIBIT C

16. **Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Redfin Shores at Riverwood):** Official Record Book 3547, Page 1051
17. **Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (The Reserve at Riverwood):** Official Record Book 1728, Page 2182
18. **Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (River Run at Riverwood):** Official Record Book 3280, Page 614
19. **Supplemental Declaration (Riverside):** Official Record Book 1342, Page 1775
20. **Supplemental Declaration (Riverwood Unit Two):** Official Record Book 1264, Page 2111
21. **Supplemental Declaration (Riverwood Unit One, Riverwood Unit Two, Riverwood Unit Three, Lakeshore Village at Riverwood, Riverside, Eagle Trace):** Official Record Book 1407, Page 1471
22. **Amended and Restated Supplemental Declaration (Royal Oaks):** Official Record Book 1371, Page 336
23. **Supplemental Declaration (Sawgrass Pointe at Riverwood):** Official Record Book 2915, Page 1065
24. **Supplemental Declaration (Sawgrass Pointe at Riverwood Unit Two):** Official Record Book 2964, Page 1577
25. **Supplemental Declaration (Sawgrass Pointe at Riverwood Unit Three):** Official Record Book 2998, Page 128
26. **Supplemental Declaration (Sawgrass Pointe at Riverwood Unit Four):** Official Record Book 3043, Page 1453
27. **Supplemental Declaration (Sawgrass Pointe at Riverwood Unit Five):** Official Record Book 3110, Page 1182
28. **Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Silver Lakes at Riverwood):** Official Record Book 1919, Page 375
29. **Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Stillwater Trace at Riverwood):** Official Record Book 3424, Page 1271
30. **Supplemental Declaration (Stonebridge):** Official Record Book 1246, Page 912
31. **Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Tarpon Harbor at Myakka Pointe):** Official Record Book 2399, Page 245

EXHIBIT C

32. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Tarpon Harbor II at Myakka Pointe): Official Record Book 2839, Page 1057

33. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Westport Ridge at Riverwood): Official Record Book 3197, Page 544

34. Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Willow Glen Golf Cottages): Official Record Book 1307, Page 1081

35. First Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions for Riverwood (Willow Glen Golf Cottages): Official Record Book 1385, Page 998

36. Supplemental Declaration: Official Record Book 1366, Page 82

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVERWOOD COMMUNITY ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on July 13, 1992, as shown by the records of this office.

The document number of this corporation is N49868.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of February, 2024



Exhibit D


Cord Byrd

Secretary of State

**ARTICLES OF INCORPORATION
OF
RIVERWOOD COMMUNITY ASSOCIATION, INC.
(A Not-For-Profit Corporation)**

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617 Florida Statutes (1991):

ARTICLE I

NAME

The name of the corporation shall be Riverwood Community Association, Inc. (hereinafter referred to as the "Association"). Its principal office shall be at 12800 University Drive, Suite 350, Ft. Myers, Florida 33907 or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II

NOT-FOR-PROFIT CORPORATION

The Association is a not-for-profit corporation.

ARTICLE III

DURATION

The period of duration of the Association is perpetual.

ARTICLE IV

PURPOSE

The purpose for which the Association is organized is to further the interests of the Members, including without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association, and the protection of Private Property; 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 Riverwood (the "Declaration") to be recorded in the public records of Charlotte County, Florida, including the establishment and enforcement of payment of Assessments and fines contained therein, and to engage in such other lawful activities as

may be to the mutual benefit of the Owners and their Private Property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE IV

POWERS

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

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

- A. The power to fix, levy and collect Assessments against Private Property, as provided for in the Declaration.
- B. The power to expend monies collected for the purpose of paying the expenses of the Association.
- C. The power to manage, control, operate, maintain, repair and improve the Areas of Common Responsibility.
- D. The power to purchase supplies, material and lease equipment required for the maintenance, repair, replacement, operation and management of the Areas of Common Responsibility.
- E. The power to insure and keep insured the Common Areas as provided in the Declaration.
- F. The power to employ the personnel required for the operation and management of the Association and the Common Areas.
- G. The power to pay utility bills for utilities serving the Areas of Common Responsibility.
- H. The power to pay all taxes and assessments which are liens against the Common Areas.
- I. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.
- J. The power to control and regulate the use of the Properties.

K. The power to make reasonable rules and regulations and to amend the same from time to time.

L. The power to enforce by any legal means the provisions of these Articles, the By-Laws, the Declaration and the rules and regulations promulgated by the Association from time to time.

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

N. The power to enter into a long term contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Areas of Common Responsibility. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

O. The power to contract for the management of the Association and to delegate to the manager, all of the powers and duties of the Association, except those matters which must be specifically approved by Voting Members or the Board of Directors, as provided by the Declaration, Supplemental Declaration, these Articles of Incorporation, the By-Laws or applicable law.

P. The power to appoint committees as the Board of Directors may deem appropriate,

Q. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Members for violation of the provisions of the Declaration, these Articles of Incorporation, the By-Laws or the rules and regulations.

R. The power to bring suit and to litigate on behalf of the Association and the Members.

S. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

T. The power to provide any and all supplemental municipal services as may be necessary or proper.

U. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

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 in the name of the Association for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing service rendered to the Association.

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

ARTICLE VI

QUALIFICATIONS OF MEMBERSHIP

The qualifications for membership and the manner of admission shall be as provided by the By-Laws of the Association.

ARTICLE VII

VOTING RIGHTS

The Voting Members shall have the right to vote on Association matters as provided in the Declaration and By-Laws. Members shall not have the right to vote on Association matters, other than through their Voting Member.

ARTICLE VIII

LIABILITY FOR DEBTS

Neither the Members, Voting Members nor the officers or directors of the Association shall be liable for the debts of the Association.

ARTICLE IX

BOARD OF DIRECTORS

Section 1. The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Association are:

Name	Address
Stephen A. Clayton	12800 University Drive Suite 350 Ft. Myers, Florida 33907
Bryan P. Brown	12800 University Drive Suite 350 Ft. Myers, Florida 33907
Arthur H. Steidel	12800 University Drive Suite 350 Ft. Myers, Florida 33907

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association, as are more fully set forth in the Declaration and the By-Laws of the Association.

Section 3. The method of election and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Association.

ARTICLE X

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XI

CONSTRUCTION

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

ARTICLE XII

SOLE INCORPORATOR

The name and address of the sole incorporator is as follows:

Bryan P. Brown

The Mariner Group
12800 University Drive
Suite 350
Ft. Myers, Florida 33907

ARTICLE XIII

INDEMNIFICATION

The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including, but not limited to, the advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of Members or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

ARTICLE XIV

OFFICERS

The affairs of the Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors at each annual meeting shall elect, to serve for a term of one (1) year, a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate.

ARTICLE XV**AMENDMENT**

Amendments to these Articles of Incorporation shall require the affirmative vote of Voting Members casting seventy-five percent (75%) of the total votes in the Association in favor of such amendment.

ARTICLE XVI**REGISTERED AGENT AND REGISTERED OFFICE**

The name of the initial registered agent shall be Bryan P. Brown and the street address of the registered office of the Association shall be 12800 University Drive, Suite 330, Ft. Myers, Florida 33907.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 9th day of July, 1992.

Bryan P. Brown
Bryan P. Brown,
Incorporator

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Articles of Incorporation were acknowledged before me by Bryan P. Brown, the incorporator named therein. He is well known to me or has produced a driver's license as identification and did take an oath.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal under the laws of the State of Florida, this 9th day of July, 1992.

(SEAL)

Lawrence J. Simon
Notary Public Florida
State of Florida
My Commission Expires: 2-24-06/353

Notary Public, State of Florida
My Commission Expires Nov. 4, 1998
Should Notary Not be Notary Public

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

**IN COMPLIANCE WITH SECTION 68.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED**

**FIRST--THAT RIVERWOOD COMMUNITY ASSOCIATION, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS
PRINCIPAL PLACE OF BUSINESS AT 12800 UNIVERSITY DRIVE, SUITE 350,
FT. MYERS, FLORIDA 33907.**

**SECOND--BRYAN P. BROWN LOCATED AT THE MARINER GROUP, 12800
UNIVERSITY DRIVE, SUITE 350, FORT MYERS, FLORIDA 33907 AS ITS AGENT
TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.**

SIGNATURE *Bryan P. Brown*

**BRYAN P. BROWN
INCORPORATOR**

DATE July 9, 1992

**HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY
WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES.**

SIGNATURE *Bryan P. Brown*

BRYAN P. BROWN

DATE July 9, 1992

FILED
JUL 13 1992
CLERK

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 3975, PGS: 480 , PAGE: 1 OF 36
INSTR # 2354076 Doc Type: RES, Recorded: 5/21/2015 at 4:05 PM
Rec. Fee: RECORDING \$307.50 Cashier By: NLANE



This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO
THE BY-LAWS OF RIVERWOOD COMMUNITY ASSOCIATION, INC.**

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERWOOD (the "DECLARATION") was recorded in Official Record Book 1227, Pages 1371 et seq., in the Public Records of CHARLOTTE COUNTY, FLORIDA, and

WHEREAS, attached hereto as Exhibit "A" are the BY-LAWS OF THE RIVERWOOD COMMUNITY ASSOCIATION, INC. (the "BY-LAWS");

WHEREAS, attached hereto as Exhibit "B" is the First Amendment to the BY-LAWS previously adopted by the ASSOCIATION;

WHEREAS, attached hereto as Exhibit "C" is the Second Amendment to the BY-LAWS previously adopted by the ASSOCIATION;

WHEREAS, attached hereto as Exhibit "D" is the Third Amendment to the BY-LAWS adopted by the ASSOCIATION.

NOW THEREFORE, the members of the ASSOCIATION voted to adopt the Third Amendment to the BY-LAWS and amend Article II, Article IV, Section 4, and Article X, Section 1 of the BY-LAWS as such amendments are set forth in the attached Exhibit "D"

Exhibit E

OR BOOK: 3975, PAGE NUMBER: 481 INSTR# 2354076 PAGE: 2 OF 36

CERTIFICATE OF AMENDMENT

The undersigned officer of the RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the Third Amendment to the By-laws of the Riverwood Community Association was approved and adopted by the requisite number of owners in the community at a meeting of the members on March 25, 2015. The undersigned further certifies that these amendments were adopted in accordance with the ASSOCIATION's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the ASSOCIATION has executed this instrument this 7th day of May, 2015.

**RIVERWOOD COMMUNITY ASSOCIATION,
INC.**

Witnesses to President's signature

Signed: Allen Heyman

Print Name: ALLEN HEYMAN

Signed: Courie Butler

Print Name: COURIE BUTLER, Mgr. RCA

Signed by: Dennis E. Knaub

Print Name and Title: DENNIS E. KNAUB, PRESIDENT

ATTEST:

Signed by: Allen Heyman

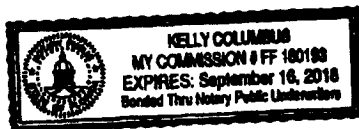
Print Name: ALLEN HEYMAN

As Secretary

STATE OF FLORIDA

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 7th day of May, 2015, by Dennis Knaub as President of the RIVERWOOD COMMUNITY ASSOCIATION, INC. He/She is personally known to me or has produced _____ as identification.



Kelly Columbus
Notary Public, State of Florida

OR B00K: 3975, PAGE NUMBER: 482 INSTR# 2354076 PAGE: 3 OF 36

EXHIBIT A

BY-LAWS

OF

RIVERWOOD COMMUNITY ASSOCIATION, INC.

Article I

Identity

Section 1. Name. The name of the corporation is Riverwood Community Association, Inc. (the "Association").

Section 2. Principal Office. The initial principal office of the Association is at 12800 University Drive, Suite 350, Ft. Myers, Florida 33907.

Section 3. Adoption. These By-Laws have been adopted as the By-Laws of the Association.

Section 4. Definitions. Terms used in these By-Laws which are defined in the Declaration of Covenants, Conditions and Restrictions for Riverwood (the "Declaration") shall have the same meaning in these By-Laws as in the Declaration.

Article II

Powers and Duties of the Association and the Exercise Thereof

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these By-Laws or by law.

Article III

Membership

The Association shall have the following four (4) classes of membership: Class "A" Members, Class "B" Member, Class "C" Members and Class "D" Members, as described in the Declaration. Each Owner of Private Property shall be a Member of the Association. Members shall have no voting rights on Association matters. Voting Members shall cast votes on behalf of Members of the Association. Voting Members shall be entitled to cast the number of votes attributable to Lots within their Neighborhood which have been sold to other than a Merchant Builder or the Commercial and Recreational Properties, as described in the Declaration. Voting Members shall

OR BOOK: 3975, PAGE NUMBER: 483 INSTR# 2354076 PAGE: 4 OF 36

be elected by the members of each Neighborhood and the Owners of Commercial and Recreational Property, in accordance with the procedures established in these By-Laws and any applicable Supplemental Declaration. The Declarant shall be considered the Voting Member entitled to cast votes attributable to Commercial and Recreational Property which it owns or Lots which it or a Merchant Builder owns. Voting Members shall not be required to obtain a consensus or approval on voting matters from the Owners within their Property, except as otherwise provided in the Declaration or, if after Turnover as required by law. After Turnover, ballots for election of directors shall, to the extent required by law, be given to Members who shall complete and submit them to their Voting Member to cast at the Annual Meeting.

Article IV

Election of Voting Members

Section 1. Neighborhood Committees and Neighborhood Meetings. Within sixty (60) days after fifty-one percent (51%) of the Lots within a Neighborhood have been conveyed to persons other than Merchant Builders, the Declarant shall convene a meeting of the Owners within such Neighborhood. The presence in person of fifty-one percent (51%) of the Owners (other than Declarant) at a Neighborhood meeting shall constitute a quorum. At the first meeting and each yearly meeting thereafter, the Owners (other than the Declarant or Merchant Builders) will elect a Neighborhood Committee for purposes of conducting Neighborhood meetings. After the first Neighborhood meeting, the Neighborhood Committee shall annually convene a meeting for the purpose of electing a successor Neighborhood Committee and Voting Member. Until a Neighborhood Committee is formed, the Declarant (or the appropriate Merchant Builder) shall be considered the Voting Member for a Neighborhood.

The number of members on each Neighborhood Committee shall not be less than three (3) nor more than five (5). Each Neighborhood Committee shall annually elect (a) one (1) of its members to serve as the Voting Member, and (b) one (1) of its members to serve as the Alternate Voting Member, from that Neighborhood to represent the collective votes of that Neighborhood at all meetings of the Association and as to all Association matters requiring membership vote. If a Neighborhood has a Neighborhood Association, the elected board of directors of that Neighborhood Association shall serve as the Neighborhood Committee and the president of the board shall serve as the Voting Member and the vice-president as the Alternate Voting Member.

Section 2. Recreational Properties. The Owner of the Golf Club shall appoint one (1) Voting Member and one (1) Alternate Voting Member who will represent the votes of the Golf Club at all meetings of the Association and as to all Association matters requiring membership vote. The entity owning the Marina or, if the

OR BOOK: 3975, PAGE NUMBER: 484 INSTR# 2354076 PAGE: 5 OF 36

Marina is subject to a dockominium or slip sales program, the Marina Association shall appoint one (1) Voting Member and one (1) Alternate Voting Member who will represent the votes of the Marina at all meetings of the Association and as to all Association matters requiring a membership vote.

Section 3. Commercial Properties. The Commercial Property Owners shall elect or appoint Voting Member(s) and Alternate Voting Members as described in a Supplement. The Voting Member(s) or their Alternate Voting Member(s) shall represent the votes of the Commercial Property at all meetings of the Association and as to all Association matters requiring membership vote.

Article V

Meetings of Voting Members

Section 1. Date and Place of Meetings. Meetings of the Voting Members shall be held on the date and at the place designated by the Board of Directors. THE ASSOCIATION SHALL NOT BE REQUIRED UNDER ANY CIRCUMSTANCES TO HOLD MEETINGS OF THE MEMBERS.

Section 2. Annual Meetings of Voting Members. An annual meeting of the Voting Members shall be held each year in April. Subject to Article VI, at each annual meeting, the Voting Members shall elect the Board of Directors of the Association and may conduct such other business as may be properly be brought before the meeting.

Section 3. Special Meetings. The President of the Association may call special meetings of the Voting Members. In addition, it shall be the duty of the President to call a special meeting of the Voting Members if so directed by resolution of a majority of the Board of Directors or, if after the Turnover, upon a petition signed by Voting Members representing at least twenty percent (20%) of the total votes in the Association. 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 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member, not more than fifty (50) nor less than ten (10) days before the date of such meeting, by or at the direction of the President or the Secretary. In addition, such notice shall be posted in a conspicuous place within the Property on the date of its mailing to the Voting Members.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the

OR BOOK: 3975, PAGE NUMBER: 485 INSTR# 2354076 PAGE: 6 OF 36

Voting Member at his address as it appears on the records of the Association.

Section 5. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Voting Members representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting 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. At the reconvened meeting, if 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 reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed in Section 4.

Section 7. Vote Required. When a quorum is present at any meeting, a majority of the vote represented by the Voting Members represented at such meeting shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable law provides otherwise.

Section 8. No Proxies. Voting Members may not vote by proxy, but may be represented by such Voting Member's Alternate Voting Member.

Section 9. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 10. Action Without a Meeting. Any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all Voting Members.

Section 11. Budget Workshop. Each year in October, the Board of Directors shall hold a budget workshop meeting which Voting Members may attend and comment on the next fiscal year's proposed budget. Each Voting Member shall be provided a minimum of fifteen (15) day's notice of the budget workshop along with copies of the proposed budget. There shall be no requirement that a quorum of Voting Members attend the budget workshop, and it shall

OR BOOK: 3975, PAGE NUMBER: 486 INSTR# 2354076 PAGE: 7 OF 36

not be necessary that Voting Members vote to approve the budget. After the Turnover, any Voting Member present at the budget workshop may require the President to call a vote of the Voting Members present at such workshop. Such vote shall be for the sole purpose of determining whether the budget will be disapproved in accordance with the Declaration.

ARTICLE VI

Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than six (6). The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Directors. Until the first annual meeting of Voting Members after the conveyance of eighty-five percent (85%) of the (a) Lots to Owners (other than Merchant Builders), and (b) commercial square footage have been conveyed to Owners, the Declarant shall have the right to appoint a majority of the Board of Directors (the "Turnover"). The Declarant shall initially appoint the three (3) persons who shall serve as the initial Board of Directors. At the first annual meeting of Voting Members after the conveyance to Owners of twenty-five percent (25%) of the (a) Lots to Owners (other than Merchant Builders), and (b) commercial square footage, the Voting Members shall elect one (1) Member to serve on the Board of Directors and the Declarant shall appoint two (2) persons to replace the initial three (3) directors appointed by the Declarant. At the first annual meeting of Voting Members after the conveyance of fifty percent (50%) of the (a) Lots to Owners (other than Merchant Builders), and (b) commercial square footage, the Voting Members shall elect one (1) additional director and the Declarant shall appoint one (1) additional director, increasing the Board to five (5) directors. At the first annual meeting of Voting Members to occur after the earliest of the following conditions:

- (a) the conveyance of eighty-five percent (85%) of the Lots to Owners (other than Merchant Builders) and commercial square footage;
- (b) December 31, 2011; or
- (c) such earlier date, as determined by the Class "B" Member, in its sole and absolute discretion,

the Board shall be increased to six (6) directors. The Declarant shall call a Turnover meeting at which the following shall occur:

OR BOOK: 3975, PAGE NUMBER: 487 INSTR# 2354076 PAGE: 8 OF 36

(a) the existing directors shall resign; (b) the Voting Members shall elect five (5) directors as described in Section 4; (c) the Declarant shall appoint one (1) director; and (d) the Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Declarant shall be considered a Voting Member entitled to one (1) vote for each Lot owned by Declarant (or Merchant Builders) as a Class "A" Member. The Declarant may, in its sole and absolute discretion, permit the Members to elect directors earlier than the conditions set forth above.

Directors elected by the Voting Members at the Turnover meeting and each annual meeting thereafter shall serve for annual terms and shall be elected by Voting Group, each such Voting Group entitled to elect one (1) director. At the expiration of the initial term of office of each elected director, and at each annual meeting thereafter, a successor director shall be elected from the respective Voting Group to serve for a term of one (1) year. The director appointed by the Declarant on the Turnover Date shall resign within thirty (30) days after conveyance of one hundred percent (100%) of the Private Properties.

For purposes of this Section the total number of Lots within Riverwood shall be considered three thousand three hundred (3,300) and total commercial square footage shall be 334,000. These densities are those permitted under Charlotte County Resolution 90-285, the Master Development Order for Riverwood. No representation or warranty is made that, upon buildout, Riverwood will be developed with this number of Lots and commercial square footage.

Section 3. Qualifications for Election. Except with respect to directors appointed by the Declarant, all directors shall be Members.

Section 4. Voting Groups. Prior to the Turnover, the Declarant shall segregate the Neighborhoods, Commercial and Recreational Properties into Voting Groups as described in the Declaration. The Voting Groups shall have the sole purpose of electing the Board of Directors. On and after the Turnover Date, each Voting Group shall be entitled to elect one (1) director to the Board of Directors. All Voting Members will cast their collective votes to elect the director from their respective Voting Groups. At the Turnover meeting and each annual meeting thereafter, each Voting Group shall elect one (1) director.

Prior to the Turnover, the directors elected by the Members shall be elected at-large.

Section 5. Nomination of Directors. Prior to Turnover, nominations for election to the Board of Directors shall be made by a Nominating Committee except with respect to the directors elected by the Class "B" Member. The Nominating Committee shall consist of

OR BOOK: 3975, PAGE NUMBER: 488 INSTR# 2354076 PAGE: 9 OF 36

a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members to serve for a term of one (1) year or until their successors are appointed, 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 positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors. Immediately prior to the Turnover meeting and each annual meeting thereafter, the Voting Members in each Voting Group can nominate Members for election by that Voting Group by filing with the Board a petition signed by Voting Members representing twenty percent (20%) of the votes entitled to be cast by Voting Members within that Voting Group.

The names of any nominees, after having been certified by the Secretary or any other officer, that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws shall be included in any proxy mailing to the Voting Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Nominations may also be made from the floor at the annual meeting of Voting Members.

Section 6. Removal of Directors and Vacancies. Any director appointed by the Declarant may be removed, with or without cause, only by the Declarant. Any director elected by a Voting Group or Voting Members at large may be removed, with or without cause, by the vote of the Voting Members who were entitled to elect such director. Upon removal of a director, a successor shall be elected by the party entitled to elect or appoint the director so removed to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability, removal, or resignation of a director, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director.

OR BOOK: 3975, PAGE NUMBER: 489 INSTR# 2354076 PAGE: 10 OF 36

Section 7. Compensation. No director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

Section 8. Fiduciary Duty. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of Riverwood and the goals of the Association.

ARTICLE VII

Meetings of Board of Directors

Section 1. Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Voting Members at such time and place as shall be fixed by the Board of Directors.

Section 2. 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 commencing with the Turnover, at least four (4) regular meetings shall be held during each fiscal year with at least one (1) per quarter, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting, other than an annual meeting, shall be communicated to the directors not less than ten (10) days prior to the meeting. After Turnover, notices of meetings and the purpose of the meeting, shall also be posted in a conspicuous place within the Property at least forty-eight (48) hours prior to the time of the meeting, unless the meeting is an emergency special meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) 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 personal delivery, first class mail or telephone at least ten (10) days prior to the date of the meeting, unless the special business is of a nature which, in the President's discretion, requires more immediate action, and then a minimum of twenty-four (24) hours notice shall be deemed sufficient.

Section 4. Waiver of Notice. Any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as when 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. Notice of a meeting shall also be deemed given to

OR BOOK: 3975, PAGE NUMBER: 490 INSTR# 2354076 PAGE: 11 OF 36

any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. 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. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 7. Open Meetings. All meetings of the Board shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, when such action is necessary in the reasonable judgment of the President. After Turnover, meetings shall be open to Members, as well as Voting Members.

Section 8. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by all other participating directors.

Section 9. Action Without a Meeting. Any action to be taken at a meeting of the directors or any action that 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, and such consent shall have the same force and effect as an unanimous vote.

ARTICLE VIII

Officers

OR BOOK: 3975, PAGE NUMBER: 491 INSTR# 2354076 PAGE: 12 OF 36

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary or President and Treasurer. After Turnover, no more than one (1) officer may be elected from any particular Voting Group.

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 during a fiscal year. 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 in the sole discretion of the Board and the removal of a director who also is an officer shall automatically act as a removal from such director's position as an officer.

Section 4. 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 a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE IX

Duties of Officers

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 are from time to time specifically conferred or imposed by the Board of Directors.

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

(a) Act as presiding officer at all meetings of the Voting Members and the Board of Directors.

(b) Call special meetings of the Voting Members and the Board of Directors.

OR BOOK: 3975, PAGE NUMBER: 492 INSTR# 2354076 PAGE: 13 OF 36

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

(d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.

(e) Act as an ex-officio member of all committees and render an annual report at the annual meeting of Voting Members.

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

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

(a) Attend all regular and special meetings of the Voting Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) Have custody of the corporate seal, if any, and affix the same when necessary or required.

(c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.

(d) Have custody of the minute book of the meetings of the Board of Directors and Voting Members and act as agent for the transfer of the corporate books.

Section 4. Treasurer. The Treasurer shall:

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

(b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver the books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required,

OR BOOK: 3975, PAGE NUMBER: 493 INSTR# 2354076 PAGE: 14 OF 36

a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Voting Members at the annual meeting and make all reports required by law. He shall be the chairman of the Finance Committee.

(c) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE X

Committees

Section 1. Standing Committees. Each year after the Turnover, the President, subject to the approval of the Board of Directors, shall designate the chairman (who shall be a director) and members of each of the following committees:

(a) Grounds Committee. The Grounds Committee shall advise the Board of Directors on matters concerning maintenance of the Common Areas. No live trees shall be moved from the Common Areas nor shall any alteration or improvement be made to the Common Areas except with the approval of the Board of Directors and in accordance with the Declaration.

(b) Activities Committee. The Activities Committee shall advise the Board of Directors on matters concerning the operations of the activities center and the equipment, furnishings and property therein, specifically including without limitation utilities, building maintenance and repairs. The Activities Committee shall advise on all food and beverage operations.

(c) Newsletter Committee. The Newsletter Committee shall supervise and control the preparation of a newsletter for distribution to all Members.

(d) Legal and By-Laws Committee. The Legal and By-Laws Committee shall be charged with the publication and interpretation of the rules and regulations, By-Laws, and Declaration and generally, with all matters of a legal nature pertaining to the Association.

Section 2. Ad Hoc Committees. The President, subject to the approval of the Board of Directors, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with the approval of the Board of Directors shall determine.

OR BOOK: 3975, PAGE NUMBER: 494 INSTR# 2354076 PAGE: 15 OF 36

Section 3. Powers of Committees. The several committees shall act only as committees and the individual members thereof shall have no power or authority to act on behalf of the Board or the Association.

ARTICLE XI

Discipline

Section 1. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which shall constitute an automatic and continuing lien upon Private Property of the violating Owner, to suspend an Owner's right to use the Common Property, and to preclude contractors, subcontractors, agents and other invitees of a Owner or occupant from the community for violation of any duty imposed under the Declaration or these By-Laws; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from Private Property. In the event that any occupant of Private Property violates the Declaration or these By-Laws, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within ten (10) days of the notice.

Section 3. Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session of the Board of Directors at the next regularly scheduled meeting or at a Special Meeting affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a 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. The notice requirement shall be deemed satisfied if the accused 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. The Board of Directors

OR BOOK: 3975, PAGE NUMBER: 495 INSTR# 2354076 PAGE: 16 OF 36

may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any Person.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

ARTICLE XII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

Section 3. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 below.

Section 4. Reserve Accounts. The Association shall establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Areas.

Section 5. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth in Section 7 below.

OR BOOK: 3975, PAGE NUMBER: 496 INSTR# 2354076 PAGE: 17 OF 36

Section 6. Fidelity Bonds. The Association shall purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any management agent who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

(a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.

(b) The premiums for bonds shall be paid by the Association.

(c) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force.

(d) Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

Section 7. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

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

(d) no remuneration shall be accepted by a Manager 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;

(e) any financial or other interest which a Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Lot is sold, financial reports shall be prepared for the Association at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

OR BOOK: 3975, PAGE NUMBER: 497 INSTR# 2354076 PAGE: 18 OF 36

(ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iii) a balance sheet as of the last day of the preceding period; and

(iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (An Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors);

(g) an annual report consisting of at least the following shall be distributed to all Voting Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited basis by a Certified Public Accountant selected by the Board of Directors;

(h) Accounting records of the Association shall be maintained for at least seven (7) years after the date of the records.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc.
All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

Section 9. Books and Records.

(a) **Inspection by Owners and Mortgagees.** The Declaration; Articles of Incorporation; By-Laws; Rules and Regulations; Supplements; Amendments to the Declaration, Articles of Incorporation, By-Laws; membership register; books of account; minutes of meetings of the Voting Members, the Board, and committees; current insurance policies; association contracts; and copies of plans, permits, warranties, and other items provided by the Declarant, shall be made available for inspection and copying by any Mortgagee, Owner or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Owner at the office of the Association. Such records shall include a record of receipts and expenditures and accounts for each Owner, which accounts shall designate the names and addresses of the Owners, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Accounts of Owners shall only be available for inspection by the Board, the officers and the Owner or such Owner's

OR BOOK: 3975, PAGE NUMBER: 498 INSTR# 2354076 PAGE: 19 OF 36

Mortgagee, unless otherwise required by law. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action. Books and records of the Association may be kept at the Association office at the Properties or off-site at the office designated by the Declarant. Books and records of the Association shall be maintained for a period of at least seven (7) years after the date of the books and records.

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

(i) notice to be given to the custodian of the records;

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

(iii) payment of the cost of reproducing copies of documents requested.

(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 a copy of relevant documents at the expense of the Association.

Section 10. Insurance. The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Association and the Owners.

ARTICLE XIII

Miscellaneous

Section 1. Parliamentary Rules. Robert's Rules of Order (then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 2. Construction. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration and/or these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 3. Validity. If any By-Law or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other By-Law or Rule or Regulation.

OR BOOK: 3975, PAGE NUMBER: 499 INSTR# 2354076 PAGE: 20 OF 36

Section 4. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

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

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

Section 5. Amendments. Until the Turnover, the Declarant may amend these By-Laws in its sole and absolute discretion. After the Turnover, the Declarant may amend these By-Laws in its sole and absolute discretion at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Private Property; (c) required by an institutional lender or a government mortgage agency or purchaser of mortgage loans, to enable the same to make, insure or purchase mortgage loans on Private Property; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Private Property subject to this Declaration; or (e) correct any stenographic, scrivener's or surveyor's error or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to Private Property unless the Owner thereof shall consent thereto in writing. So long as it still owns any part of the Property for development, the Declarant may amend these By-Laws in its sole and absolute discretion for any other purpose, provided the amendment has no material adverse effect upon the rights of any Owner of Private Property. After the Turnover, (a) any non-Declarant initiated amendment or (b) any Declarant initiated amendment which has a materially adverse effect upon the rights of an Owner of Private Property shall require the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Voting Members voting a minimum of a majority of the total votes in the Association (other than the Declarant), and the consent of the Declarant, so long as the Declarant owns any portion of the Properties. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

OR BOOK: 3975, PAGE NUMBER: 500 INSTR# 2354076 PAGE: 21 OF 36

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of The Riverwood Community Association, Inc., a Florida not-for-profit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of _____, 199__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this ____ day of _____, 199__.

Secretary

(Seal)

052792
riverwood\pca\by-laws

OR BOOK: 3975, PAGE NUMBER: 501 INSTR# 2354076 PAGE: 22 OF 36

**FIRST AMENDMENT TO BYLAWS OF
RIVERWOOD COMMUNITY ASSOCIATION, INC.**

CENTEX HOMES, as the "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Riverwood, as amended and supplemented from time to time, as recorded in the Public Records of Charlotte County, Florida, pursuant to the authority granted Declarant in Article XIII, Section 5 of the Bylaws of Riverwood Community Association, Inc., a Florida not-for-profit corporation (the "Association") does hereby amend Article VI of the Bylaws of the Association so that it is hereby deleted in its entirety and replaced with the following provision:

1. **Article VI: Election of Board of Directors.** Article VI of the Bylaws is hereby deleted in its entirety and replaced with the following:

ARTICLE VI: Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than six (6). The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Directors Prior to Turnover.

(a) The Declarant shall initially appoint the three (3) persons who shall serve as the initial Board of Directors.

(b) At the first annual meeting of Voting Members after the conveyance to Owners of twenty-five percent (25%) of the Lots to Owners (other than Merchant Builders), the Voting Members shall elect one (1) Member to serve on the Board of Directors and the Declarant shall appoint two (2) persons to replace the initial three (3) directors appointed by the Declarant.

(c) At the first annual meeting of Voting Members after the conveyance of fifty percent (50%) of the Lots to Owners (other than Merchant Builders), the Voting Members shall elect one (1) additional director and the Declarant shall appoint one (1) additional director, increasing the Board to five (5) directors.

(d) Notwithstanding anything herein to the contrary, the Declarant shall have the right to appoint a majority of the Board of Directors until the Turnover.

(e) The Declarant may, in its sole and absolute discretion, permit the Members to elect directors earlier than the conditions set forth above.

Section 3. Appointment of Directors at Turnover

(a) Turnover of the Board of Directors shall occur after the earliest of the following conditions:

1. The conveyance of eighty-five percent (85%) of the two thousand one hundred sixty-six (2,166) residential Lots to owners (other than Merchant Builders);

2. When Declarant, pursuant to a written agreement between Declarant and the CDD has formally reduced its number of residential Lots below two thousand one hundred sixty-six (2,166) and eighty-five percent (85%) of that reduced number of Lots has been conveyed to

OR BOOK: 3975, PAGE NUMBER: 502 INSTR# 2354076 PAGE: 23 OF 36

Owners;

3. December 31, 2010; or
4. Such earlier date, as determined by the Class "B" Member, in its sole and absolute discretion.

The sale of Merchant Builder, Commercial and Recreational Property Lots shall not be a factor in the Turnover.

(b) Within 30 days of the earliest occurrence of one of the above conditions, the Declarant shall conduct a Turnover meeting at which the following will occur:

1. The existing directors shall resign.
2. The Riverwood Neighborhood Council shall appoint five (5) Owners as directors. These directors shall serve an interim term of no more than one year or until an election of the Owners is conducted, whichever occurs first.
3. The Declarant shall appoint one (1) additional director.
4. The Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Declarant shall be considered a Voting Member entitled to one (1) vote for each Lot owned by Declarant (or Merchant Builders) as a Class "A" Member.
5. In accordance with the above, the Board of Directors following Turnover will be comprised of six (6) directors.
6. The director position which is filled through appointment by the Declarant shall terminate within thirty (30) days after the earliest of the following and the Board of Directors will then consist of five (5) director positions:
 - (a) The conveyance of ninety-four percent (94%) of the two thousand one hundred sixty-six (2,166) residential Lots to Owners (other than Merchant Builders);
 - (b) When Declarant, pursuant to a written agreement between Declarant and the CDD has formally reduced its number of residential Lots below two thousand one hundred sixty-six (2,166) and ninety-four percent (94%) of that reduced number of Lots has been conveyed to Owners.
7. The Declarant and the Association acknowledge that two thousand one hundred sixty-six (2,166) Lots are permitted under Charlotte County Resolution 90-285, the Master Development Order for Riverwood. Notwithstanding the foregoing, no representation or warranty is made that, upon buildout, Riverwood will be developed with this number of Lots.

Section 4. Election of Directors Following Turnover

OR B00K: 3975, PAGE NUMBER: 503 INSTR# 2354076 PAGE: 24 OF 36

(a) There are five (5) director positions that shall be elected annually.

(b) The first election will be scheduled by the Interim Board that was appointed pursuant to Article VI, Section 3-b-2 and shall occur no more than one year from the date of their appointment.

(c) At each annual election, the five (5) director positions shall be elected at-large by the Neighborhood Voting Members, the Recreational Property Voting Member, and the Commercial Property Voting Member. Each Voting Member will cast the number of votes which he/she represents. Each Voting Member shall vote for no more than five (5) candidates.

(d) Votes. The number of votes cast by each Voting Member shall be as follows:

1. Neighborhood Voting Members. Each Neighborhood Voting Member shall cast votes equal to the number of residential Lots in the Neighborhood.

2. Commercial Property Voting Member. The Commercial Property Voting Member shall cast votes equal to the following:

Retail	One (1) vote for each 15,000 sq. ft.
Office	One (1) vote for each 5,000 sq. ft. gross rentable space

3. Recreational Property Voting Member. The Recreational Property Voting Member shall cast votes equal to the following:

Golf Club	One (1) vote for each 25 acres
Marina	One (1) vote for each 10 slips

(e) With the exception of the Director(s) appointed by the Declarant, Board Members and candidates for election to the Board must be residential property Owners, or Recreational Property Owners, or Commercial Property Owners.

(f) Of the five (5) Directors, no more than one (1) director shall be from the same Neighborhood and no more than one (1) director shall be a Commercial Property Owner and no more than one (1) director shall be a Recreational Property Owner.

Section 5. Nomination and Election of Directors.

(a) Prior to Turnover, nominations for election to the Board of Directors shall be made by a Nominating Committee except with respect to the directors appointed by the Class "B" Member. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members to serve for a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each

OR BOOK: 3975, PAGE NUMBER: 504 INSTR# 2354076 PAGE: 25 OF 36

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 positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors.

(b) At each annual meeting after the Turnover meeting, a Voting Member may nominate an Owner from his/her Neighborhood by filing the nomination with the Board of Directors or the Nominations Committee.

(c) The names of any nominees, after having been certified by the Secretary or any other officer that they are qualified for election, have accepted the nomination, and have otherwise been nominated in accordance with the provisions of these By-Laws shall be included in any proxy mailing to the Voting Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes. Nominations may also be made from the floor at the annual meeting of Voting Members.

Section 6. Removal of Directors and Vacancies. Any director appointed by the Declarant may be removed, with or without cause, only by the Declarant. Any director elected by a Voting Members at large may be removed, with or without cause, by a majority vote of the Voting Members. Upon removal of a director, a successor shall be elected by the Voting Members to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability, removal, or resignation of a director, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director.

Section 7. Compensation. No director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

Section 8. Fiduciary Duty. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of Riverwood and the goals of the Association.

2. **Article VIII: Officers, Section 1.** Article VIII, Section 1 shall be amended with additions shown as bold/underlined and deletions shown as bold/stricken, as follows:

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary or President and Treasurer. ~~After Turnover, no more than one (1) officer may be elected from any particular Voting Group.~~

OR BOOK: 3975, PAGE NUMBER: 505 INSTR# 2354076 PAGE: 26 OF 36

SECOND AMENDMENT TO BYLAWS OF RIVERWOOD COMMUNITY ASSOCIATION, INC.

This Second Amendment to Bylaws of Riverwood Community Association, Inc. ("Second Amendment") is made by Centex Homes, as the "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Riverwood, as amended and supplemented from time to time, as recorded in the Public Records of Charlotte County, Florida, and pursuant to the authority granted to the Declarant in Article XIII, Section 5 of the Bylaws, as amended by the First Amendment thereto (the "Bylaws") of Riverwood Community Association, Inc., a Florida not-for-profit corporation (the "Association").

Notwithstanding anything set forth in the Bylaws, the Declarant hereby amends the Bylaws as follows:

1. **Article VI.** Article VI of the Bylaws of the Association is hereby amended as follows (additions shown as bold/underlined and deletions shown as ~~bold/stricken~~):

ARTICLE VI: Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than six (6). The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Directors Prior to Turnover.

(a) The Declarant shall initially appoint the three (3) persons who shall serve as the initial Board of Directors.

(b) At the first annual meeting of Voting Members after the conveyance to Owners of twenty-five percent (25%) of the Lots to Owners (other than Merchant Builders), the Voting Members shall elect one (1) Member to serve on the Board of Directors and the Declarant shall appoint two (2) persons to replace the initial three (3) directors appointed by the Declarant.

(c) At the first annual meeting of Voting Members after the conveyance of fifty percent (50%) of the Lots to Owners (other than Merchant Builders), the Voting Members shall elect one (1) additional director and the Declarant shall appoint one (1) additional director, increasing the Board to five (5) directors.

(d) Notwithstanding anything herein to the contrary, the Declarant shall have the right to appoint a majority of the Board of Directors until the Turnover.

(e) The Declarant may, in its sole and absolute discretion, permit the Members to elect directors earlier than the conditions set forth above.

Section 3. ~~Appointment~~ Election of Directors at Turnover

(a) Turnover of the Board of Directors shall occur on December 15, 2010 (the "Turnover Date"). ~~after the earliest of the following conditions:~~

EXHIBIT C

OR BOOK: 3975, PAGE NUMBER: 506 INSTR# 2354076 PAGE: 27 OF 36

~~1. The conveyance of eighty-five percent (85%) of the two thousand one hundred sixty-six (2,166) residential Lots to Owners (other than Merchant Builders);~~

~~2. When Declarant, pursuant to a written agreement between Declarant and the CDD has formally reduced its number of residential Lots below two thousand one hundred sixty-six (2,166) and eighty-five percent (85%) of that reduced number of Lots has been conveyed to Owners;~~

~~3. December 31, 2010; or~~

~~4. Such earlier date, as determined by the Class "B" Member, in its sole and absolute discretion.~~

~~The sale of Merchant Builder, Commercial and Recreational Property Lots shall not be a factor in the Turnover.~~

(b) ~~Within 30 days of the earliest occurrence of one of the above conditions, On the Turnover Date, the Declarant shall conduct a Turnover meeting at which the following will occur:~~

1. The existing directors shall resign.

~~2. The Riverwood Neighborhood Council shall appoint five (5) Owners as directors. These directors shall serve an interim term of no more than one year or until an election of the Owners is conducted, whichever occurs first. Five (5) directors will be elected in accordance with the voting procedures contained in Section 4 below.~~

3. The Declarant shall appoint one (1) additional director.

4. The Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Declarant shall be considered a Voting Member entitled to one (1) vote for each Lot owned by Declarant (or Merchant Builders) as a Class "A" Member.

5. In accordance with the above, the Board of Directors following Turnover will be comprised of six (6) directors.

6. The director position which is filled through appointment by the Declarant shall terminate within thirty (30) days after the earliest of the following and the Board of Directors will then consist of five (5) director positions:

(a) ~~The conveyance of ninety-four percent (94%) of the two thousand one hundred sixty-six (2,166) one thousand three hundred eighty nine (1,389) residential Lots to Owners (other than Merchant Builders);~~

(b) When Declarant, pursuant to a written agreement

OR BOOK: 3975, PAGE NUMBER: 507 INSTR# 2354076 PAGE: 28 OF 36

between Declarant and the CDD has formally reduced its number of residential Lots below ~~two thousand one hundred sixty-six (2,166)~~ one thousand three hundred eighty nine (1,389) and ninety-four percent (94%) of that reduced number of Lots has been conveyed to Owners.

7. The Declarant and the Association acknowledge that two thousand one hundred sixty-six (2,166) Lots are permitted under Charlotte County Resolution 90-285, the Master Development Order for Riverwood. Notwithstanding the foregoing, no representation or warranty is made that, upon buildout, Riverwood will be developed with this number of Lots.

Section 4. Election of Directors Following Turnover

(a) There are five (5) director positions that shall be elected annually as set forth in this Section 4.

(b) ~~The first election will be scheduled by the Interim Board that was appointed pursuant to Article VI, Section 3-b-2 and shall occur no more than one year from the date of their appointment be held on the Turnover Date. The two (2) candidates receiving the first and second highest number of votes shall be elected to initial three (3) year terms. The two (2) candidates receiving the third and fourth highest votes shall be elected to initial two (2) year terms. The candidate receiving the fifth highest votes shall be elected to serve an initial one (1) year term. Thereafter, all Directors shall serve two (2) year terms.~~

(c) At the election at Turnover and at each subsequent annual election, the five (5) director positions to be filled shall be elected at-large by the Neighborhood Voting Class "A" Members, the Recreational Property Voting Member, and the Commercial Property Voting Member. Each Class "A" Member and Voting Member will cast the number of votes which he/she represents.

(d) Votes. The number of votes cast by each Voting Member shall be as follows:

1. Neighborhood Class "A" Voting Members. Each Neighborhood Voting Class "A" Member shall cast votes equal to the number of residential Lots in the Neighborhood owned by the Class "A" Member. For example, if one individual or company owns ten (10) Lots, that individual or company may cast ten (10) separate votes.

2. Commercial Property Voting Member. The Commercial Property Voting Member shall cast votes equal to the following:

Retail	One (1) vote for each 15,000 sq. ft.
Office	One (1) vote for each 5,000 sq. ft. gross rentable space

OR BOOK: 3975, PAGE NUMBER: 508 INSTR# 2354076 PAGE: 29 OF 36

3. Recreational Property Voting Member. The Recreational Property Voting Member shall cast votes equal to the following:

Golf Club	One (1) vote for each 25 acres
Marina	One (1) vote for each 10 slips

(e) With the exception of the Director(s) appointed by the Declarant, Board Members and candidates for election to the Board must be residential property Owners, or Recreational Property Owners, or Commercial Property Owners.

(f) Of the five (5) Directors, ~~no more than one (1) director shall be from the same Neighborhood and no more than one (1) director shall be a Commercial Property Owner and no more than one (1) director shall be a Recreational Property Owner.~~

Section 5. Nomination and Election of Directors. Nomination and Election of Directors shall take place in accordance with the rules and regulations of the Association, as may be amended from time to time by the Board. A copy of the current Nomination and Election rules, which have been adopted and confirmed as rules of the Association, are attached hereto as Exhibit "A" and incorporated herein by this reference.

~~(a) Prior to Turnover, nominations for election to the Board of Directors shall be made by a Nominating Committee except with respect to the directors appointed by the Class "B" Member. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members to serve for a term of one (1) year or until their successors are appointed, 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 positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors.~~

~~(b) At each annual meeting after the Turnover meeting, a Voting Member may nominate an Owner from his/her Neighborhood by filing the nomination with the Board of Directors or the Nominations Committee.~~

~~(c) The names of any nominees, after having been certified by the Secretary or any other officer that they are qualified for election, have accepted the nomination, and have otherwise been nominated in accordance with the provisions of these By-Laws shall be included in any proxy mailing to the Voting Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes. Nominations may also be made from the floor at the annual meeting of Voting Members.~~

OR BOOK: 3975, PAGE NUMBER: 509 INSTR# 2354076 PAGE: 30 OF 36

Section 6. Removal of Directors and Vacancies. Any director appointed by the Declarant may be removed, with or without cause, only by the Declarant. Any director elected by a Voting Members at large may be removed, with or without cause, by a majority vote of the Voting Members. Upon removal of a director, a successor shall be elected by the Voting Members to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability, removal, or resignation of a director, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director.

Section 7. Compensation. No director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

Section 8. Fiduciary Duty. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of Riverwood and the goals of the Association.

2. **Article V, Section 2.** Article V, Section 2 of the Bylaws of the Association is hereby amended as follows (additions shown as **bold/underlined** and deletions shown as ~~**bold/striken**~~):

ARTICLE V: Meetings of Voting Members.

Section 2. Annual Meetings of Voting Members. An annual meeting of the Voting Members shall be held each year in ~~April~~ March. Subject to Article VI, at each annual meeting, the Voting Members shall elect the Board of Directors of the Association and may conduct such other business as may be properly brought before the meeting.

3. **Article V, Section 5.** Article V, Section 5 of the Bylaws of the Association is hereby amended as follows (additions shown as **bold/underlined** and deletions shown as ~~**bold/striken**~~):

ARTICLE V: Meetings of Voting Members.

Section 5. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Voting Members representing ~~thirty percent (30%)~~ ten percent (10%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

OR BOOK: 3975, PAGE NUMBER: 510 INSTR# 2354076 PAGE: 31 OF 36

4. **Article V, Section 8.** Article V, Section 8 of the Bylaws of the Association is hereby deleted in its entirety and replaced with the following :

ARTICLE V: Meetings of Voting Members.

Section 2. Use of Secret Ballots. Pursuant to Section 720.306(8)(b), Florida Statutes, voting by secret ballot by Voting Members who are not in attendance at a meeting of the Members for the election of Directors is hereby approved and authorized. Such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Lot for which the vote is being cast, and the signature of the Lot Owner casting the ballot. If the eligibility of the Voting Member to vote is confirmed and no other ballot has been submitted for the Lot, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Lot, the ballots for that Lot shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered.

5. **Agreement in Full Force.** Except as otherwise expressly modified by this Second Amendment, the Bylaws remain in full force and effect without modification.

6. **Conflict.** In the event of a conflict between the terms and provisions of this Second Amendment and the Bylaws, the terms and provisions of this Second Amendment shall control and be given effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OR BOOK: 3975, PAGE NUMBER: 511 INSTR# 2354076 PAGE: 32 OF 36

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of April ____, 2010.

CENTEX HOMES, a Nevada general partnership

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

By: *RLG*
Name: *Raymond H. McCormick*
Title: *Vice President Legal*

OR BOOK: 3975, PAGE NUMBER: 512 INSTR# 2354076 PAGE: 33 OF 36

The undersigned, constituting all of the directors of RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, do hereby affirmatively consent to and approve the foregoing Amendment to Bylaws of Riverwood Community Association, Inc.

**BOARD OF DIRECTORS OF RIVERWOOD
COMMUNITY ASSOCIATION, INC.**



MICHAEL WOOLERY, Director

Date: 12/3/10



JORDAN GOLDMAN, Director

Date: 12/3/10



SCOTT BROOKS, Director

Date: 12.3.10



KEITH REESTER, Director

Date: 12/8/10



MIKE KILROY, Director

Date: 12/7/10

OR BOOK: 3975, PAGE NUMBER: 513 INSTR# 2354076 PAGE: 34 OF 36

This instrument prepared by:
 Richard A. Weller, Esq.
 Najmy Thompson, P.L.
 1401 8th Avenue West
 Bradenton, Florida 34205

THIRD AMENDMENT TO THE BY-LAWS OF RIVERWOOD COMMUNITY ASSOCIATION, INC.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERWOOD (the "DECLARATION") was recorded in Official Record Book 1227, Pages 1371 et seq., in the Public Records of CHARLOTTE COUNTY, FLORIDA, and

WHEREAS, the owners, as members of the RIVERWOOD COMMUNITY ASSOCIATION, INC. (the "ASSOCIATION"), have found it necessary to amend the BY-LAWS;

NOW THEREFORE, the members of the ASSOCIATION voted to amend Article II, Article VI, Section 4, and Article X, Section 1 of the BY-LAWS as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions)

1. Article II: Powers and Duties of the Association and the Exercise Thereof

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors, unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these By-Laws, or by law. Any reference in the Association's governing documents to Chapter 720, Florida Statutes, or any other laws applicable to operation of this Association, shall refer to the applicable statute as it may be amended by the Florida legislature from time to time. To the extent that a provision of the By-Laws directly conflicts with applicable law, the provisions of the applicable law, as it is amended from time to time, shall apply.

2. Article VI Section 4. Election of Directors Following Turnover

(a) There are five (5) director positions that shall be elected as set forth in this Section 4.

(b) ~~The first election will be held on the Turnover Date. The two (2) candidates receiving the first and second highest number of votes shall be elected to initial three (3) year terms. The two (2) candidates receiving the third and fourth highest votes shall be elected to initial two (2) year terms. The candidate receiving the fifth highest votes shall be elected to serve an initial one (1) year term. Thereafter, all Directors shall serve two (2) year terms. At the election conducted at the 2015 annual meeting, the two (2) candidates elected shall be elected for terms of three (3) years. At the election to be conducted at the 2016 annual meeting to fill the three (3) vacancies, the candidates receiving the first and second highest~~

OR BOOK: 3975, PAGE NUMBER: 514 INSTR# 2354076 PAGE: 35 OF 36

number of votes shall be elected for terms of (3) years, and the candidate receiving the third highest number of votes shall be elected to serve a term of one (1) year. If an election is not required because there are not more candidates than vacancies exist, the length of the terms served by the eligible candidates shall be determined by the agreement of the candidates, and if they cannot agree, it shall be determined by lot, via coin toss.

Thereafter, all Directors shall be elected to serve three (3) year terms.

(c) ~~At the election at Turnover and at each subsequent annual election, director positions to be filled shall be elected at-large by the Class "A" Members, the Recreational Property Voting Member, and the Commercial Property Voting Member. Each Class "A" Member and Voting Member will cast the number of votes which he/she represents.~~

[the remainder of Article VI, Section 4 remains unchanged]

3. Article X, Section 1. Standing Committees. Except as may otherwise be provided herein, each year, Each year after the turnover, the President, subject to the approval of the Board of Directors, shall designate the chairman (who shall be a director) and members of each of the following committees:

[(a) through (d) are unchanged]

(e) Riverwood Neighborhood Committee. The Riverwood community is comprised of several distinct and identified neighborhoods, some of which are governed by their own incorporated neighborhood association in addition to the Riverwood Community Association, some of which are not governed by their own incorporated neighborhood association. There shall be a Riverwood Neighborhood Committee, which shall be an advisory committee reporting to the Board, as directed by the Board. In the event that a particular Neighborhood is governed by its own incorporated neighborhood association, the president of such Neighborhood association shall be a member of the Riverwood Neighborhood Committee. In the event that a particular Neighborhood is not governed by its own incorporated neighborhood association, the chairperson of the Neighborhood committee elected in accordance with the provisions of these By-laws shall serve on the Riverwood Neighborhood Committee as the representative from such Neighborhood. If a particular Neighborhood has failed to elect its Neighborhood Committee, the Neighborhood shall elect a representative to the Riverwood Neighborhood Committee in accordance with procedures set forth in the governing documents and/or by the Board.

OR BOOK: 3975, PAGE NUMBER: 515 INSTR# 2354076 PAGE: 36 OF 36

CERTIFICATE OF AMENDMENT

The undersigned officer of the RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the Third Amendment to the By-laws of the Riverwood Community Association was approved and adopted by the requisite number of owners in the community at a meeting of the members on March 25, 2015. The undersigned further certifies that these amendments were adopted in accordance with the ASSOCIATION's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the ASSOCIATION has executed this instrument this 7th day of May, 2015.

**RIVERWOOD COMMUNITY ASSOCIATION,
INC.**

Witnesses to President's signature

Signed: [Signature]
Print Name: ALLEN HEYMAN

Signed: [Signature]
Print Name: CONNIE BUTLER, MGR, RCA

Signed by: [Signature]
Print Name and Title: DENNIS E. KRAUB, PRESIDENT

ATTEST:

Signed by: [Signature]
Print Name: ALLEN HEYMAN
As Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 7th day of May, 2015, by Dennis Kraub as President of the RIVERWOOD COMMUNITY ASSOCIATION, INC. He/She is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida