

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF RIVER RIDGE**

WITNESSETH:

This is the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for River Ridge. The original Declaration was recorded in Book 493, Page 1204, of the Public Records of Martin County, Florida. All the real property described in Paragraph I hereof is subjected, to the protective covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors, legal representatives and assigns:

**PARAGRAPH I
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration, is located in the County of Martin, State of Florida, and is more particularly described as follows:

All lots contained in the Plat of RIVER RIDGE, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 8 at Page 22

**PARAGRAPH II
GENERAL PURPOSE OF COVENANTS**

The real property described in Paragraph I hereof is subject to the covenants, conditions and restrictions hereby declared to insure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve therefore, as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection attractive homes hereon, with appropriate locations thereof on the lot; to prevent haphazard and inharmonious improvements of the lot; to secure, and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby enhance the property and investments made by purchasers of lots therein.

PARAGRAPH III
DEFINITION OF TERMS

1. Association.

The term, "Association", wherever used in this Declaration, shall refer to and mean THE RIVER RIDGE HOMEOWNERS ASSOCIATION OF MARTIN COUNTY, INC. a Florida corporation.

2. Commercial Vehicles and Trucks.

The term "commercial vehicle", wherever used herein, shall be defined as any vehicle, trailer, or mode of transportation that has been visibly marked or reflects an affiliation with a business or commercial establishment or outfitted for commercial use.

3. Committee.

The term, "Committee", wherever used herein, shall refer to and mean the Architectural Committee created herein.

4. Dwelling House, Building, Outbuilding.

The words, "dwelling house", "building" and "outbuilding", wherever used in this Declaration, shall be deemed and construed to include both the main portion of such structure and all projections there from, such as bay, bow, or oriel windows, exterior chimneys, porches, stoops, and the like, including garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.

5. Lot and Block.

The words, "lot" and "block", wherever used in this Declaration, shall refer to the numbered lots or blocks of land described in Paragraph I hereof, as shown on the hereinabove referred to Plat. The numbers following the words, "lot" or "block", refer to the particular lot or lots, block or blocks, so numbered on aforesaid Plat.

6. Nuisance.

The term nuisance wherever used herein, shall be any immoral, improper, offensive, irritating or annoying behavior, activity, or condition that interferes with a member's ability to exercise quiet enjoyment of their property, or community property.

7. Said Plat.

The words, "said Plat", wherever used in this Declaration, mean and refer to the Plat of RIVER RIDGE referred to in Paragraph I hereof.

8. Said Property.

The words, "said property", wherever used in this Declaration, mean and refer to the property which is platted as RIVER RIDGE, as described in the aforesaid Paragraph I hereof.

9. Setback.

The term, "setback", wherever used in this Declaration, means the distance between dwelling houses or other structures referred to and the street or side or rear boundary lines of the particular lot.

10. Street.

The term, "street", wherever used in this Declaration, means and refers to any street, highway or other thoroughfare shown on said Plat of RIVER RIDGE, or contiguous to the real property designated on said Plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane or walk.

PARAGRAPH IV
MINIMUM STANDARDS AND PROHIBITED USES

The following minimum standards and prohibited uses shall be applicable to all single family residential lots shown in the Plat of River Ridge:

1. No single-story dwelling house having a floor square foot area of less than 2200 square feet and no two-story dwelling house having a floor square foot area of less than 2600 square feet shall be erected, constructed and maintained upon any lot. In computing square foot area, credit shall not be given for screened porches, garages, patios or similar areas. The total ground floor area of any dwelling house plus any outbuilding shall not exceed thirty-five (35%) percent of the lot area.
2. No building, structure or object, except approved fences, gates, entrances, landscapes, shall be erected, placed or maintained on any lot nearer than fifty (50) feet to the centerline of road or street on which said lot fronts, unless approved by the Architectural Committee.
3. No building, structure or object, except approved fences, gates, entrances, landscapes, shall be erected, placed or maintained on any lot nearer than thirty (30) feet from the rear line of any lot, unless approved by the Architectural Committee.
4. No building, structure or object, except approved fences, gates, entrances, landscapes, shall be erected, placed or maintained on any lot nearer than fifteen (15) feet from the side line of any lot, unless approved by the Architectural Committee.
5. The front of any lot shall be the side adjacent to a street. In determining which is the front of a lot adjacent to two streets, the side of such lot having the greatest street frontage shall be deemed the front of the lot. The rear shall be the side opposite from the front.
6. No dwelling house shall be erected without providing an enclosed garage of sufficient size for not less than two (2) standard automobiles. No pen carports shall be constructed. No garage shall be constructed in such a manner that the automobile entrance thereto shall face a street adjacent to said lot on an interior waterway, unless approved by the Architectural Committee. A hard surfaced driveway or parking area sufficient to park not less than two (2) automobiles shall also be provided.
7. No swimming pool or appurtenant pump house shall exceed two (2') feet in height above the adjacent finished grade with the exception of waterfalls and spas. Any significant deviation from natural ground elevation must be reviewed and approved by the Architectural Committee.

8. No outdoor fireplace or built-in grill shall exceed six (6') feet in height above the natural ground elevation of such lot.
9. All garbage cans and trash containers shall be kept in an area not visible from the street or any other lot. All garbage placed at curbside for pickup/removal shall be sealed in a standard trash bag and garbage receptacle of material of sufficient strength to contain garbage placed therein without ripping or tearing. Garbage receptacles may be placed at curbside for pickup no sooner than dusk of the evening preceding pickup. Garbage receptacles must be removed from curbside and returned to their storage area no later than dusk on the day of pickup.
10. All lots shall be fully landscaped contemporaneously with the completion of construction of the dwelling house. All yards must be fully sodded from the street to the rear property line of the lot excluding planted beds and islands and, in the case of lots adjoining waterways, the rear yard must be sodded to the edge of the water excluding planted beds and islands. An automatic, electric underground lawn sprinkling system shall be installed of sufficient size and capacity to fully water the entire lot and all grass and shrubbery. For minimum landscaping improvements refer to the River Ridge Design Manual. No fertilizers, chemicals, or other forms of contaminants shall be allowed to enter any waterways adjacent to any lot. All irrigation systems shall have chases installed around pipes placed under any driveway or sidewalk. Lots adjacent to the interior lakes may draw irrigation from those lakes. However, the intake pipe must be of sufficient depth so as not to be visible above the ground or lake surface at any time, regardless of the lake level. All wells installed on any lot for irrigation will be deep enough to provide water with little or no iron content or other mineral content which will stain community property such as roadways, curbing, or street signs; or which will stain sidewalks, driveways or exterior surfaces or improvements constructed on the lot. If the iron or mineral content of water produced from any well stains any community property such as roadways, curbing, or street signs; or stains any sidewalk, driveway or exterior surface of any improvements constructed on any lot, upon notice given to any lot owner that such circumstance exists, the lot owner will within 30 days of receipt of such notice correct any deficiency in the well or irrigation system causing such stains as well as remove existing stains. Failure to correct the situation within the time specified, will authorize and empower the association to enter upon the lot and take the necessary steps and actions to correct any deficiencies existing in the well and irrigation system. The cost of correction will be assessed against the lot owner and the association shall have a lien for such costs.
11. All roofs except as hereafter set forth shall have a minimum pitch of 5/12. Flat roofs may be employed only on porches located to the rear of a dwelling house and not visible from the street in the front of the house. For a listing of approved roofing materials refer to the River Ridge Design Manual. Any request to use a roofing material other than those appearing in the River Ridge Design Manual must be approved by the Architectural Committee and the Association Board of Directors by majority vote.
12. No dwelling house more than two (2) stories in height and no appurtenant outbuilding more than one (1) story in height shall be erected, constructed or maintained on any lot.

13. All public utility wires, lines, cables and pipes, including, without limitation, all telephone, electrical and cable television wires, shall be installed underground through P.V.C. conduit from the dwelling or outbuilding to the street or utility easement. Above ground water meters located in the front or side lot area should be surrounded/concealed with approved plantings or shrubs.
14. No outdoor clothesline of any kind shall be constructed or used, nor shall any clothes, bedding, sheeting, towels, or like materials of any kind be placed outside of any building for drying or airing.
15. No air conditioning, heating, or other appliances of any kind shall be constructed or placed upon any roof of any building or any part thereof, except solar heating units approved by the Architectural Committee and television mini-dish receivers.
16. The materials of all exterior portions of any building shall consist of natural woods, brick, stone, and shall be of earth tone colors as the Architectural Committee shall approve. For a listing of all approved exterior materials refer to the River Ridge Design Manual.
17. Unless otherwise approved by the Architectural Committee, construction of approved improvements shall commence within (180) days from the date of approval by the Architectural Committee and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Committee.
18. No temporary building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.
19. No basement, garage, trailer, or partially completed building shall be used for human occupancy prior to the completion of the entire approved buildings or improvements.
20. No horses, hogs, cattle, cows, goats, sheep, poultry, or other domesticated or wild animals shall be kept, raised or maintained on any lot; provided, however, that dogs, cats, fish, birds, reptiles, and other common household pets may be kept in reasonable numbers if their presence causes no disturbance to others and is in conformance with all applicable Florida and Martin County laws and regulations, including as they may be amended from time to time. All pets shall be kept on a leash when not on the owner's lot, and no pet shall be allowed to roam unattended. Owners shall be responsible for the immediate removal of all pet droppings from community property and other lots.
21. No boathouses or docks shall be permitted to be constructed on any interior lake or body of water adjacent to or contiguous with any lot. This restriction shall not apply to construction on lots bounded on any side by the Loxahatchee River.
22. No motor-powered boat shall be kept, stored, or used upon any interior lake or body of water adjacent or contiguous to any lot. This restriction shall not apply to any lot bounded on any side by the Loxahatchee River.

23. No truck, commercial vehicle, tractor, trailer, mobile home, motor home, motorcycle or boat shall be kept, parked, or stored on any road right-of-way or easement or on any lot except within an enclosed garage. No vehicle of any kind shall be parked overnight on any road right-of-way, provided, however, that nothing contained in this paragraph shall preclude service and delivery vehicles from using streets and servicing any home or lot, and provided further that motor homes may be parked upon a lot for a period not exceeding twenty hours, while the owner or driver thereof visits the home of a lot owner. A truck shall mean any motor vehicle which is classified as such by the N.A.D.A. Official Used Car Guide, or an equivalent publication, as determined by the Board. Notwithstanding the above-mentioned Guide, sport utility vehicles shall not be deemed trucks. Owners of trucks as of the effective date of this Amended and Restated Declaration are encouraged to park trucks inside garages. Any owner or occupant who acquires a truck after the effective date of this Amended and Restated Declaration shall be required to keep the truck parked in an enclosed garage.
24. No signs, except small homeowner name or number signs approved by the Architectural Committee, shall be placed, erected or displayed on any lot.
25. No dwelling house, garage, outbuilding or other structure or improvement, and no tree, bush, shrub or landscaping of any kind shall be planted or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the Architectural Committee shall be maintained by each lot owner in front of each lot to the street and in the rear of each lot adjoining a body of water to the edge of the water.
26. No natural vegetation and no tree may be removed from any improved or unimproved lot, unless approved by the Architectural Committee, except if located within the perimeter of the foundation of an approved structure.
27. All lots shall be kept in a clean and sanitary manner, and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. On cleared lots weeds and grass growth shall be kept to a maximum of eight (8) inches above the ground and all trees and shrubs shall be appropriately trimmed or otherwise maintained. On lots with natural vegetation, weeds and grass growth shall be kept to a maximum of eight (8) inches within 30 feet of the centerline of the road and 5 feet from all other sides of the property that are adjacent to other lots.
28. No nuisance shall be allowed upon any lot or any use of practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof. Lot owners who perceive a nuisance or annoyance to exist on another lot should try, when practical, to resolve such issues with reasonable and cordial discussion between the involved lot owners before bringing the matter to the attention of the Association Board for possible remedy.
29. No immoral, improper, offensive or unlawful use shall be made of any lot, dwelling house, or other improvement, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

30. No aerial or antenna shall be placed directly upon any lot or fixed to any structure except for television mini-dishes.
31. No lot shall be re-subdivided except by approval of the Association Board. The owner of more than one contiguous lot may apply to the Architectural Committee for permission to use such lots as a site of a single family dwelling, and upon the written consent of the Committee, said contiguous lots shall thereafter be treated as a single dwelling lot; provided, however, that for purposes of voting in the Association or assessments, said lots shall be treated as distinct and separate lots.
32. All exteriors of buildings, outbuildings or fences, and all exterior surfaces of any type, that will be painted or stained shall conform to the River Ridge Design Manual approved color standards. Any request to use a color other than those appearing in the River Ridge Design Manual must be approved by the Architectural Committee.
33. No changes in the elevation of any lot shall be made upon the premises, nor shall any fill be used to extend the property beyond the lot line without the prior approval and written consent of the Architectural Committee.
34. Whenever the Association is permitted or required by the Covenants to enter any lot for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed as trespass.
35. A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in overcrowding the site to the extent that it results in violation(s) of Florida or Martin County law, rules, or regulations as they may be amended from time to time, or the River Ridge covenants.
36. No mailbox shall be installed on any lot unless such mailbox is of a manufacture, model, type, and located in accordance with specifications set forth by the River Ridge Design Manual.

PARAGRAPH V
HOMEOWNERS ASSOCIATION

There shall be created and established a nonprofit Florida corporation known as the THE RIVER RIDGE HOMEOWNERS ASSOCIATION OF MARTIN COUNTY, INC., hereinafter referred to as "Association". A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits A and B, respectively, and made a part hereof.

PARAGRAPH VI
PURPOSES AND MEMBERSHIP OF THE ASSOCIATION

The purposes of the Association shall be all of the purposes set forth in Paragraph II hereof, and all of the purposes set forth in Article III of the Articles of Incorporation of the Association. The Association shall provide an entity for the execution, performance,

administration and enforcement of all the terms and conditions of this Declaration. Each owner of a lot shall, by virtue of such ownership, be a member of the Association and, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in Exhibits A and B, attached hereto.

PARAGRAPH VII
FEES, DUES, CHARGES AND ASSESSMENTS

The Declarant hereby covenants, creates and establishes and each owner of any lot of the property described in Paragraph I hereof, by acceptance of a deed or instrument of conveyance or the acquisition of the title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following fees, dues, charges and assessments.

1. Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, including maintenance of Association property. Such assessments shall be in equal amounts against the owners of each lot.
2. Any special assessments for capital improvements, emergencies, or non-recurring expenses. Such assessments shall be in equal amounts against the owners of each lot.
3. Charges incurred in connection with the enforcement of any of the terms and conditions hereof.
4. Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.
5. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the owners of each lot.

PARAGRAPH VIII
PROCEDURES FOR THE ESTABLISHMENT OF FEES, DUES,
CHARGES AND ASSESSMENTS

The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the Articles of Incorporation and By-Laws of the Association and the following procedures:

1. Annual assessments against the owners of all of the lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each lot owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.
2. Special assessments against the owners of all of the lots and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

3. The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by specific owners of lots for the use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.
4. The Association shall prepare a roster of properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. The Association shall, upon demand, furnish an owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence payment or partial payment of any assessment therein stated having been paid or partially paid.

PARAGRAPH IX
ENFORCEMENT OF ALL ASSESSMENTS AND CREATION OF LIENS

The collection of all assessments and creation of liens shall be in accordance with the following provisions:

1. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorney's fees and all costs of collection, be and become a continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.
2. If the sums due are not paid within thirty (30) days after the delinquency date, such sums shall bear interest from the date of delinquency at the highest rate of interest which may be lawfully charged to individuals, the Association may impose a late charge, and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of mortgage on real property, and there shall be added to amount due, in addition to the interest and late charges hereinabove set forth, all costs of collection and/or appeal and all attorneys' fees incurred by the Association in connection with the collection and/or appeal. The judgment shall include all of said sums. Any payment received shall be applied first to any interest accrued by the Association, then to any late charge, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

PARAGRAPH X
SUBORDINATION OF LIENS TO MORTGAGES

The liens for all fees, dues, charges and assessments provided herein shall be subordinate to the lien of any bona fide first mortgage, excluding purchase money mortgages, now or hereafter placed on any lot; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due, or from the lien for any such sums. Except as to first

mortgages, excluding purchase money mortgages, the Association's lien is effective and shall relate back to the recording of the original Declaration.

PARAGRAPH XI
RESPONSIBILITY OF ASSOCIATION

The Association shall, subject, to all of the further terms and conditions hereof, maintain, preserve, repair and regulate all of the following property:

1. The entrance areas of RIVER RIDGE, including the gatehouse, shrubbery, signs, lights, walls, sprinklers and other improvements.
2. The streets, roads and other areas of improvements related thereto, including all shrubbery, signs, streetlights, walks, sprinklers and other improvements. The Association shall also maintain those trees adjacent to any street in the subdivision which are planted in the swale area, and lot owners shall not maintain, prune or otherwise care for said trees.
3. The gates, walls, lights, fences and hedges located around the perimeter of RIVER RIDGE.
4. The interior lakes located within RIVER RIDGE.
5. All other property, recreational facilities and other facilities, improvements or equipment which the Board of Directors of the Association shall determine would properly serve and benefit the members of the Association.
6. Supervise and pay for all security service.

PARAGRAPH XII
PERFORMANCE OF RESPONSIBILITY BY ASSOCIATION

The Association shall perform all of its responsibilities, including those set forth in Paragraph XI above, in such manner and at such times as the Board of Directors of the Association shall determine. The Board may take such action as shall be necessary or appropriate to accomplish all of such responsibilities, including without limitation all of the following:

1. The Board may employ a property manager to administer the affairs of the Association and may delegate and assign to such property manager such duties, responsibilities and functions as the Board shall see fit. The property manager shall be responsible and shall report to the Board.
2. The Board may employ or may authorize the property manager to employ attorneys, accountants, bookkeepers, mechanics, security guards, gardeners, janitors, laborers and such other personnel as shall be necessary to carry out all of the responsibilities of the Association.

3. The Board may purchase, lease or acquire, or may authorize the property manager to purchase, lease or acquire, such personal property as may be necessary to perform all responsibilities of the Association. Such equipment may include, without limitation, such office and bookkeeping equipment as shall be necessary to maintain records and accounts of all funds of the Association, and may include vehicles, landscaping equipment, recreational equipment, tools and supplies.
4. The Board may, or may authorize the property manager to, enter into all contracts and agreements which shall be necessary, appropriate or convenient to the accomplishment of any of the responsibilities of the Association.

PARAGRAPH XIII
ARCHITECTURAL COMMITTEE

There is hereby established an Architectural Committee, whose duties and responsibilities shall be as hereinafter set forth:

1. The Committee shall consist of three persons. Members of the Board of Directors of the Association may also serve as members of the Architectural Committee. All of the members of the Architectural Committee shall be selected by the Board of Directors of the Association. In the event of the failure, refusal, or inability to act of any member of the Architectural Committee, the remaining members shall have the authority to designate a successor at the next ensuing meeting or at a special meeting called for the purpose of filling such vacancy.
2. No building, outbuilding, garage, fence, wall, retaining wall, swimming pool, tennis court, guest suite or other structure of any kind shall be erected, constructed, or placed on said real property or any part thereof, nor shall any alteration, addition, modification, remodeling, or adding to the exterior thereof be made unless, prior to the commencement of any construction, excavation or other work, two (2) complete sets of plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement, and two (2) plot plans indicating and fixing the exact location of such structure or such altered structure on the lot with reference to the street; side and rear lines thereof, and two (2) landscaping plans indicating placement and type of all landscaping material to be placed on the lot or building site, and also indicating exterior colors to be used on all exterior surfaces of buildings, outbuildings and fences, shall have been first submitted in writing for approval via the River Ridge Project Approval Request Form, and approved in writing by the Architectural Committee.
3. Such plans and specifications shall provide for adequate approaches or turnouts, on-site guest parking which shall meet the standards required by Martin County, Florida, as revised or amended by said County from time to time. Such installation of approaches and turnouts shall be completed prior to occupation of the dwelling by its occupants.
4. Approval of plans, specifications and locations by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one (1) set shall forthwith be returned by the Architectural Committee to the person submitting the same.

5. The approval of the Architectural Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.
6. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, or altered upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans heretofore approved by the Architectural Committee or its duly appointed agent. If any building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, or altered upon said property other than in accordance with the plans and specifications and plot plans therefore approved by the Architectural Committee, such erection, construction, placing, or alteration shall be deemed to have been undertaken without the approval of the architectural Committee ever having been obtained as required by this Declaration.
7. (a) After the expiration of one (1) year from the date of completion of any structure or exterior alteration, such structure or exterior alteration shall be deemed to comply with all of the provisions of this paragraph XIII, unless notice to the contrary shall have been delivered to the lot owner. The Association reserves the right, upon giving such notice, to commence legal proceedings to enforce such compliance.

(b) In the event that the Architectural Committee shall fail, for a period of forty five (45) days, to approve or disapprove any plans, specifications or plot plans submitted to it for approval, the same shall be deemed to have been approved.
8. Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or have occurred.
9. Prior to the occupancy of any dwelling constructed or erected on any such lot, the prospective occupants thereof shall obtain a certificate of occupancy issued by the Architectural Committee, certifying that the construction thereof has been completed in accordance with the plans and specifications approved by the Architectural Committee. No dwelling shall be occupied prior to the issuance of such certificate of occupancy. The Architectural Committee may, from time to time, delegate to a person or persons the right to approve or disapprove the plans and specifications and plot plans and to issue such certificate of occupancy. "A building permit shall not be issued by Martin County for the construction of any dwelling or other improvement, until such time as the Architectural Committee has approved the plans and specifications for such dwelling or other improvement; nor shall a Certificate of Occupancy be issued by Martin County until such time as the Architectural Committee has issued the Certificate of Occupancy referred to herein."

10. The Committee shall be empowered to set and charge a reasonable fee to accompany the filing of plans and lot locations. The amount of such fee set by the Committee shall be calculated so as to defray actual costs and expenses of processing all applications for approval.
11. The Association shall indemnify and hold harmless the members of the Architectural Committee from all costs, expenses, liabilities, including legal fees, reasonably incurred by or imposed on such members in connection with any claim, demand or proceeding in which such member may be involved by reason of serving as a member of the Architectural Committee.
12. The River Ridge Design manual contains material and construction guidelines and specifications for landscaping, new construction, and modifications, additions, and changes to landscaping and single family homes.
13. The Architectural Committee is responsible for maintaining the integrity of the River Ridge Design manual in accordance with the existing and intended theme of the neighborhood. The Architectural Review Committee is responsible for initiating any action to make additions, deletions, or modifications to the River Ridge Design manual. Additions, deletions, or modifications to the River Ridge Design Manual may be made when the Architectural Review Committee, by majority vote, makes a recommendation to the full Board and the full Board, by majority vote, approves that recommendation.

PARAGRAPH XIV
STREETS, EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY AND
ADDITIONAL RESTRICTIONS

1. No title to any land in any street is intended to be conveyed or shall be conveyed to the grantee under a deed or to the purchaser under any contract, unless expressly so provided in such deed or contract of purchase.
2. Easements, reservations, rights-of-way may be reserved by Declarant, its successors or assigns, in any conveyance it or they may make of said property or portion thereof.
3. Declarant may include in any contract or deed hereinafter made, additional protective covenants and restrictions not inconsistent with those contained herein.
4. No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon any easement or right-of-way, and easements or rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such public utilities and quasi-public utilities, and to Declarant, its successors and assigns; all of them shall have the right of ingress and egress thereto.

PARAGRAPH XV
RESALE AND LEASING OF LOTS

1. A lot owner intending to make a bona fide sale of a lot shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require.
2. Lease Approval Process: Leasing of Units. Notwithstanding anything to the contrary contained in this or any other document governing River Ridge, the Association, through the Board of Directors shall approve all leases, as set forth herein. The following provisions govern the lease approval process:
 - (a) Procedure: Any Owner intending to enter into a lease shall give the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall state that lessee is subject to the Association's Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. The Owner shall submit to the Association a properly executed application for approval, which application shall be provided by the Association. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval.
 - (b) Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.
 - (c) Application: The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application shall be completed and submitted to the Association. By submitting an application, all tenants promise to abide by all provisions contained in any document governing River Ridge. In addition, each Owner guarantees that his tenants will abide by all such provisions.
 - (d) Assessments: The failure of an owner to be current in the payment of assessments is a ground for disapproval of a lease.
 - (e) Transfer Fee: The Board may charge a non-refundable transfer fee in the amount One Hundred (\$100) Dollars. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association.
 - (f) Approval or Disapproval: The Association, upon receipt of all information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within thirty (30) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing River Ridge, including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, all as amended from time to time. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenant, including but not limited to any of the remedies set forth below.

(g) Remedies: In the event the Association determines that any provision contained herein are not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

(h) The Owner shall be responsible for any damage to the Common Area caused by the Owner's tenants, occupants, guests, and invitees.

(i) A lease may not be less than two consecutive months in duration. Only one lease for a Unit can commence in any twelve month period.

(j) Subleasing. There shall be no subleasing. Only one lease shall be effective for any Unit at any time.

The provisions of this Paragraph XV shall not be applicable to any lending institution which acquires title to the lot by foreclosure or by a deed in lieu of foreclosure.

PARAGRAPH XVI
SCOPE AND DURATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to a provision of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions and restrictions shall run with the land and continue to be in full force and effect.

PARAGRAPH XVII
AMENDMENTS

The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the Public Records of Martin County, Florida, in the following manner and subject to the following conditions:

1. Such amendment, annulment or waiver shall have been approved at a duly called and held meeting by not less than a majority of the Board of Directors and two-thirds (2/3) of the votes entitled to be cast by members of the Association at a members' meeting at which there is a quorum, or by the written consent of two-thirds (2/3rd) of all the members.
2. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such document.
3. Notwithstanding the foregoing, no amendment shall be made to the parts of Paragraphs X and XV relating to banks without the written consent of all such parties holding mortgages on lots.

PARAGRAPH XVIII
VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

A breach or violation of any of the covenants, conditions and restrictions shall give to the Declarant and to the Architectural Committee and to the Association, jointly and severally, the right to immediate entry upon the property on which said violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exists thereon contrary to this Declaration and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not be liable for any damages occasioned thereby. The result of every act or omission or commission or the violation of any covenant, condition and restriction hereof, whether such covenant, condition and restriction is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where action, suit or other judicial proceeding is instituted or brought to the enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee, from the other party in such legal proceedings.

Provided, further, that where such action, suit or other judicial proceeding is instituted or brought and such attorneys' fees awarded, the Declarant, architectural control committee, or the Association shall have a lien against the lot securing the collection of such attorneys' fees. Provided, further, that the costs of the Declarant, the architectural control committee, or the Association, incurred in entering upon the property where a violation exists and abating and removing any erection, structure building, thing or condition that may be or exists therein contrary to this Declaration and to the true intent and meaning of the provisions hereof, shall be assessed against the owner of such lot and the Declarant, the architectural control committee, and the Association, shall have a lien on such lot to secure the collection of such expense. The liens created by this section shall be enforced in accordance with the provisions of this Declaration.

PARAGRAPH XIX
RIGHT TO ENFORCE AND REPORTING, ENFORCEMENT, AND APPEAL
PROCEDURES

1. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Architectural Committee, the Association, or by the owner or owners of any portion of said property, their and each of their of their legal representatives, heirs, successors and assigns. Failure by the Declarant, the Architectural Committee, the Association, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise provided herein.

2. Member Reporting Procedures. Any member of the Association who perceives a violation of the Covenants, By Laws or Articles of Incorporation to exist should pursue the following options as a course of remedy;
 - (a) Where practical, attempt to resolve the perceived violation via direct and cordial contact with the lot owner where the perceived violation exists.

 - (b) Should the perceived violation also be a violation of any Federal, State or local law or ordinance the matter may be reported to the appropriate authority, agency, or governing body for remedy or abatement.

 - (c.) Report the alleged violation to the Property Manager for remedy and abatement. Such report shall be made verbally or in writing to the Board of Director's designee (property manager) or directly to the Board of Directors at an official meeting of said Board.

3. Board of Directors Procedures. Upon learning of the existence of an alleged violation of the Covenants, By Laws, or Articles of Incorporation the Board of Directors or their designee shall take action, via authorities granted in this declaration, to determine if a violation exists, and;
 - (a) If the Board of Directors or their designee determines no violation exists, the matter will be dismissed and any member reporting the allegation will be notified in writing, via first class letter, of the determination.

 - (b) If the Board of Directors or their designee determines a violation(s) exists, the Board of Directors or their designee may pursue the following remedies;
 - (i) Report any matter that is a violation of Federal, State or local law or ordinance to the appropriate authority, agency, or governing body for whatever action they deem appropriate.

- (ii) If the violation involves the parking, leaving, placing or storing of any vehicle, trailer, boat, camper, bus, truck, motorcycle, or other object on any community property, easement, right of way, or road right of way in violation of this declaration, the Board of Directors or their designee shall be authorized to remove or have removed the said vehicle, trailer, boat, camper, bus, truck, motorcycle, or other object any and all costs and fees to include legal costs and fees associated with this action are to be borne by the vehicle owner or violator. Additional remedies for this type of violation, as provided for in this Declaration, also apply.
- (iii) Make written notification, via first class letter, to the property owner where the violation exists advising them of the violation and directing them to correct, clear, or abate the violation within a specified and reasonable time period. If the violation is not corrected within the specified time period, the Board of Directors shall make second written notification, via registered mail, to the property owner where the violation exists advising them of the violation and directing them to correct, clear, or abate the violation within fourteen (14) days. If the violation is not corrected within the fourteen (14) day time period, the Board of Directors may in accordance with Florida law (Title XL, Chapter 720.305), including as it may be amended from time to time, levy fines against members and/or lots with said fines constituting assessments collectible as provided for in this Declaration; suspend the rights and privileges of a member to use common areas; in the case of assessments that are delinquent in excess of ninety (90) days, suspend member voting privileges, and; pursue liens for all delinquent assessments as well as expenses and legal costs as provided for in this Declaration.
4. Right of Appeal. The right to appeal fines or suspensions of privileges by the Board of Directors or their designee, and the process for said appeal shall be dictated by Florida law (Title XL, Chapter 720.305), including as it may be amended from time to time.

PARAGRAPH XXI
MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope and intent of that particular section or paragraph to which they refer.

PARAGRAPH XXII
THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event of any clause, subdivision, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated or invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or clauses of this Declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XXIII
PROCEDURE FOR ENFORCEMENT OF LIEN RIGHTS

Where the Declarant, the Association, or the architectural control committee are jointly or severally granted lien rights for the collection of assessments, expenses or attorneys' fees in this Declaration, the following procedure shall be followed for the enforcement of such lien rights:

Upon-the-right to a lien accruing, the Association, or the architectural control committee, shall cause to be executed by and authorized representative a claim of lien. Said claim of lien shall specify the nature of the assessment or charge and the amount of the assessment or charge.

1. A copy of the executed claim of lien shall be forwarded to the owner of the lot against which such lien is filed with notice to the owner of the amount due and stating that the owner shall pay all assessments and charges secured by said claim of lien, plus any additional interest or costs incurred by the Association, Declarant, or architectural control committee, in connection therewith. Said notice shall inform the lot owner that if such payment is not made within the time specified, the Declarant, Association, or architectural control committee will proceed to foreclose the lien in the Circuit Court of Martin County, Florida.
2. Upon expiration of the time stated in the notice required by subparagraph B above, the association, or architectural control committee, may file an action in the Circuit Court of Martin County to foreclose the claim of lien filed.

Exhibit A - Articles of Incorporation
Exhibit B - By-Laws of the Association

**CERTIFICATE OF AMENDMENT, AMENDING AND RESTATING THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER RIDGE OF THE
RIVER RIDGE HOME OWNERS ASSOCIATION OF MARTIN COUNTY, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "1" to this Certificate was duly adopted as the Amended and Restated Declaration of Covenants, Conditions and Restrictions of River Ridge. The original Declaration of Covenants, Conditions and Restrictions of River Ridge is recorded in Official Records Book 493 at Page 1204 of the Public Records of Martin County, Florida. Written consent to the Amendments was given in accordance with Section 617.0701(4) of the Florida Statutes.

DATED this 21ST day of April, 2003.

WITNESSES:

THE RIVER RIDGE HOME OWNERS
ASSOCIATION OF MARTIN COUNTY, INC.

Paul Ulliman
Signature

By: [Signature] President
Wing Tazzi

Paul Ulliman
Print Name

Grace C. Luper
Signature

By: [Signature] Secretary
Sanna Ebbells

GRACE LUPER
Print Name

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

INSTR # 1663071
OR BK 01771 PG 0098
RECORDED 05/30/2003 09:49:11 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Pinera

The foregoing instrument was acknowledged before me this 21ST day of April, 2003, by Wing Tazzi, as President, and Sanna Ebbells, as Secretary of The River Ridge Home Owners Association of Martin County, Inc., who are Personally Known or Produced Identification _____

Type of Identification Produced _____

NOTARY PUBLIC (SEAL)

This instrument prepared by:
Scott A. Stoloff, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So.
Suite 400
West Palm Beach, Florida 33409

Sign [Signature]
Print _____
State of Florida
My Commission Expires _____
Nadine I. Inglis
Commission # 06 829533
Expires May 8, 2003
Bonded Thru
Atlantic Bonding Co., Inc.