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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUNDINGS HOMEOWNERS' ASSOCIATION, INC.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUNDINGS HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed by M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation (the "Declarer"), joined by RIVER BRIDGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association"), SOUNDINGS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), and RIVER BRIDGE CORPORATION and OLIVE TREE CORPORATION, both Delaware corporations qualified to do business in the State of Florida (collectively the "Developer").

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18. DECLARER shall mean and refer to M/I Schottenstein Homes, Inc., an Ohio corporation, its successors and assigns, but shall not include a Unit Owner or a lessee of a Unit who has acquired a Unit or any interest therein from the Declarer.

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

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

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

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

Section 23. LOT shall mean and refer to any one of lots 1 through 52, inclusive, of RIVER BRIDGE P.U.D. PARCEL 2B, as recorded in Plat Book ___, Page ___, Public Records of Palm Beach County, Florida.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. ADDITIONAL PROPERTY. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE V hereof, additional residential property and/or Common Area may be annexed to the Property with the consent and approval of Declarant and Developer. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Lots shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of an amendment to this Declaration that shall be executed by Declarant and Developer, in the Public Records of Palm Beach County, Florida. The amendment to this Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions fully as though said annexed lands were described herein as a portion of the Property.

Section 3. ANNEXATION BY MEMBERS. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE V hereof, additional lands may be annexed with the consent of two-thirds (2/3) of the vote of the membership in the Association, and applicable governmental approvals.

Section 4. WITHDRAWAL. For a period of five years from the date of recordation of this Declaration, the Declarant, with the approval of the Developer, shall be entitled to withdraw any portion of the Property from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording an amendment of this Declaration executed by the Declarant and the Developer, in the Public Records of Palm Beach County; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Property which have been conveyed unless said transferee agrees to such withdrawal. The withdrawal of any portion of the Property as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Institutional Mortgagee of the Property, provided applicable governmental approvals are obtained.

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ARTICLE IIIPROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

(k) Driveway Easement. In the event that any driveway as originally constructed by the Declarant, shall encroach upon any other Lot, a use and maintenance easement is hereby reserved across that portion of a Lot upon which the driveway as originally constructed by the Declarant is located for the benefit, use and quiet enjoyment of the adjacent Owner whose driveway encroaches upon the other Owner's Lot. In such event, the Declarant shall, prior to sale of the property, prepare and record in the public records of Palm Beach County a driveway easement setting forth the specific location of said easement and identifying the parties to the easement.

(l) Easement for Encroachments. In the event that any dwelling or other improvements upon a Lot, as originally constructed by the Declarant, shall encroach upon any other Lot, for any reason, an easement appurtenant to such encroachment shall exist for so long as such encroachment shall naturally exist.

ARTICLE IVASSOCIATION NETWORK

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

Section 2. ASSOCIATION. The Declarer has caused to be incorporated Soundings Homeowners' Association, Inc., a Florida corporation not-for-profit, in accordance with the Articles of Incorporation. It shall have the duties imposed in its Articles of Incorporation, Bylaws and this Declaration. The Association is or will become vested with primary authority and control over all of the Property and is or will become the owner of all real and personal property known as the Common Area. The Association is the organization with the responsibility to make and collect Assessments from all Members, which Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any Owner, the Declarer, or the Developer, as more fully set forth in Article X of this Declaration. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

ARTICLE VMEMBERSHIP AND VOTING RIGHTS

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

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

CLASS A. Class A Members shall be all Owners, with the exception of the Declarer for so long as Declarant is the Class B

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

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

ARTICLE VI

OPERATION AND MANAGEMENT OF THE PROPERTY

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

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

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

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

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

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

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

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

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ARTICLE VIIMAINTENANCE

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

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

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

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

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

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

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

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

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

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

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

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

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

ARTICLE IX

CONDEMNATION

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

- (i) If the taking involves a portion of the Common Area on which improvements have been constructed then, unless within sixty (60) days after such taking the Declarer, the Board of Directors, the Board of Governors and at least seventy-five percent (75%) of the Class A

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Members of the Association shall all otherwise agree, the Association shall restore or replace such improvement so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors and the Board of Governors.

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

ARTICLE X

ASSESSMENTS AND LIEN

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. PAYMENTS BY DECLARER AND DEVELOPER. Assessments as to any Lot owned by Declarer or Developer shall not commence until the conveyance of title of each such Lot to a purchaser thereof (specifically excluding Declarant or Developer). At the time of such a conveyance, annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

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ARTICLE XIARCHITECTURAL STANDARDS

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

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

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

ARTICLE XIITRANSFER OF OWNERSHIP AND LEASING

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Residential Unit by any Member other

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than Declarer shall be subject to the following provisions, which provisions each Member covenants to observe:

Section 1. NOTICE

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

(b) Lease. Any Member intending to make a bona fide lease of a Residential Unit or any interest therein shall give the Association written notice of such intention, together with the name and address of the intended lessee, the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than three (3) months. Further, all leases shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The Association may require such other lease provisions as it shall from time to time deem appropriate, including but not limited to requiring that a lessee of a Unit place a security deposit with the Association. Unless expressly provided to the contrary in a lease, a Member automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease, provided, however, that such Member shall continue to be responsible for payment of all assessments, including any assessment which may occasioned by such lessee.

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

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

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ARTICLE XIIIPROHIBITED ACTIVITIES

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

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

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

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

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

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

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

Section 8. LITTER. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board and proper-sized, closed plastic bags for curb

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side pickup as required, but no sooner than twelve (12) hours before the scheduled pickup. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

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

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

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

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

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

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

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

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

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

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

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

The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee,

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employee or agent of a Member causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member shall be deemed to have caused such damage. Any fine imposed in accordance with this Section shall be a personal obligation of the Member, shall constitute a charge against the Member's Lot and Residential Unit until paid and shall be collected as an individual special assessment in the manner provided for in Article X.

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

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

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

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

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

- (i) The alleged violation;

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

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

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

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

ARTICLE XV

DECLARER'S RIGHTS AND VETO POWER

Section 1. DECLARER'S RIGHTS. The Declarer hereby reserves to itself and the grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Declarer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members, so long as the Declarer is a Class B Member of the Association:

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

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

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

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

(e) The right to appoint a majority of the directors and to approve or disapprove the appointment of all officers of the Association. If the Declarer enters into any contracts or other agreements for the benefit of the Association, the Declarer may, at its option, assign its obligations under the agreements to the Association and the Association shall be required to accept such obligations.

(f) The right to alter the boundaries of all Lots so long as Declarant owns the Lots so altered. Said alteration shall be accomplished by Declarant recording a written amendment to this Declaration, executed by the Declarant and the Developer in the Public Records of Palm Beach County, Florida.

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

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

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

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

(d) Any relocation, removal or modification of the Common Areas or the Property;

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

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

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

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

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

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

ARTICLE XVII

GENERAL PROVISIONS

Section 1. AMENDMENT. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote seventy-five percent (75%) of all votes of the Association PROVIDED that for a period of five (5) years commencing from the recording of this Declaration in the Public Records of Palm Beach County, Florida, the Declarant and Developer's written consent must first be obtained. Prior to the sale of the first Lot to a Member, the Declarer may amend this Declaration on its own initiative with the consent of the Developer. Further, the Declarer, with the consent of the Developer, shall have the right at any time, without the joinder of any other persons or entities, within five (5) years from

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the date hereof, to amend this Declaration to correct scrivener's errors or to clarify any ambiguities it determines exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

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

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

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

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

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

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

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

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

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

ARTICLE XVIII

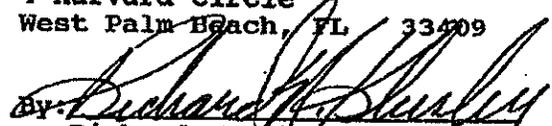
TERM

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

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

DECLARER:

M/I SCHOTTENSTEIN HOMES, INC.
4 Harvard Circle
West Palm Beach, FL 33409

By: 
Richard N. Kleisley
Vice President

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Richard N. Kleisley, who executed the foregoing instrument as Vice President of M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation, and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced _____ as identification.

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WITNESS my hand and official seal in the County and State last aforesaid this 4th day of JANUARY, 1995.

(NOTARIAL SEAL)

Sharon Musgrove
Notary Public
Print Name: SHARON MUSGROVE

Commission Number: _____

My Commission Expires: _____



*w/c 68v
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**BYLAWS
OF
SOUNDINGS HOMEOWNERS' ASSOCIATION, INC.**