

PREPARED BY AND RETURN TO:

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777 South Flagler Drive, Suite 500
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COPY
FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS FOR RIVERBEND

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR RIVERBEND (this "Amendment") is made as of the 17th day of April, 2014, by STANDARD PACIFIC OF FLORIDA, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, Developer previously executed that certain Declaration of Covenants, Restrictions, and Easements for Riverbend, which is recorded in Official Records Book 3566, Page 291, of the Public Records of St. Lucie County, Florida (the "Declaration"); all initially capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration; and

WHEREAS, pursuant to the authority granted in Section 4.3 of the Declaration, prior to the Turnover Date, Developer has the right to amend the Declaration as it deems appropriate in Developer's sole and absolute discretion, without the joinder or consent of any person or entity whatsoever; and

WHEREAS, the Turnover Date has not yet occurred and the Developer desires to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration for the premises and for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declaration as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

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2. Community Docks. The Declaration is hereby amended to add a new Section 9.9 thereto as follows:

"9.9 Community Docks. Developer may, but shall have no obligation to, construct within the Common Areas one or more community docks (the "Community Docks") with slips for the temporary docking of boats and/or other watercraft (collectively, "Vessels") in proximity to the St. Lucie River. If constructed, such Community Docks shall be used by the Owners in accordance with the following terms and conditions (which shall be in addition to any Rules and Regulations adopted by the Board from time to time):

(a) Temporary Use. The Community Docks shall only be used for temporary dockage of Vessels by Owners and their invited guests. No Vessel shall be tied up to the Community Docks for a period of more than forty-eight (48) consecutive hours.

(b) No Repairs. Repairs to Vessels, including but not limited to major engine work, exterior spray painting, or work that is not contained on the Vessel, shall not be permitted while the Vessel is located within or nearby the Community Docks.

(c) Vessel Requirements. The Community Docks are only intended for the use of recreational Vessels. No commercial Vessels of any kind (including but not limited to commercial fishing operations or tour/guide boat operations) shall be permitted at the Community Docks. All Vessels must: (i) be in a neat, attractive and safe condition; (ii) be fully equipped and operable for operation on the sea in accordance with the standards imposed by the U.S. Coast Guard; and (iii) comply with all applicable licensing and registration requirements. No Vessel secured to the Community Docks shall extend beyond the boundary length of any slip within which the Vessel is located (including all platforms, box spirals and other protrusions from the Vessel). Each Vessel must have such sanitary equipment on board as is required by all applicable Federal, state and local authorities. In no event shall a Vessel discharge any substance (other than bilge water) into the waters adjacent to the Community Docks. Refuse, trash and/or garbage shall not be thrown overboard. Disposal of all items in the proper and approved manner shall be the responsibility of the Association.

(d) Owner's Responsibility. An Owner is responsible and liable for (i) any violation of these provisions by such Owner or their invited guests, (ii) any damage to the Community Docks arising from their use by an Owner or their invited guests, and (iii) all actions of the crew members of a Vessel.

(e) Violation. In addition to all other provisions herein for violations of this Declaration (including fines), any Vessel found to be in violation of these provisions by the Association may be (i) towed or removed from the Community Docks by the Association, without warning or notice, at the

sole cost and expense of the Owner responsible for such Vessel, and/or (ii) prohibited from further use of the Community Docks.

3. Lawn Maintenance. Section 10.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

~~“10.8 Lawn Maintenance. Each Owner shall be responsible to (i) cut and edge the grass in the Front Yard, Back Yard and Side Yard of their Home, (ii) fertilize, weed and mulch the Front Yard, Back Yard and Side Yard of their Home, (iii) cut and trim the trees, shrubs and hedges in all portions of their Home, and (iv) care for the plant bed(s) located within all portions of their Home. Each Owner shall be responsible for replacing dead or damaged grass and/or landscaping and for the replacement of soil underlying grass or landscaping. Each Owner shall be responsible for the irrigation and sprinkler systems in the Front Yard, Back Yard and/or Side Yard. As provided in Section 18.26.10 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item that is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.”~~

4. Mulch. Section 18.26.3.3. of the Declaration is hereby deleted in its entirety. Section 18.26.4 of the Declaration is hereby deleted and replaced with the following:

~~“18.26.4. Mulch. Owners shall replenish mulch in the Front Yard, Back Yard and Side Yard of their Home at least once annually. The ACC shall specify the color of all mulch to be used within Riverbend. No mulch of any color other than the color specified by the ACC shall be used within Riverbend.”~~

5. Full Force and Effect. Except as modified or amended by this Amendment, the terms and provisions of the Declaration are hereby ratified and confirmed.

[Signature page follows]

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IN WITNESS WHEREOF, Developer has executed this Amendment, effective as of the date first above written.

Witnessed by:

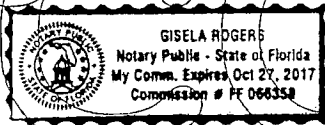
STANDARD PACIFIC OF FLORIDA, a Florida general partnership

[Signature]
 Name: Vincent Russo
[Signature]
 Name: M. D. [Signature]

By: STANDARD PACIFIC OF FLORIDA GP, INC., a Delaware corporation, its General Partner
 By: *[Signature]*
 Daniel A. Grosswald, President

STATE OF FLORIDA)
) ss:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17 day of April, 2014, by Daniel A. Grosswald, as President of STANDARD PACIFIC OF FLORIDA GP, INC., a Delaware corporation, the General Partner of STANDARD PACIFIC OF FLORIDA, a Florida general partnership, on behalf of said corporation and partnership. He is personally known to me.



[Notary Stamp]

[Signature]
 Name: GISELA ROGERS
 Notary Public, State of Florida
 My commission expires: Oct. 27, 2017
 Commission No.: PF 068358

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