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**DECLARATION FOR  
RIVER GARDEN TOWNHOMES**

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- Exhibit 1 Legal Description for River Garden Townhomes
- Exhibit 1.1 Legal Descriptions of Association Common Areas
- Exhibit 2 Articles of Incorporation
- Exhibit 3 By-Laws
- Exhibit 4 Declaration of Homebuyer Restrictive Covenants
- Exhibit 5 Permit
- Exhibit 6 Cross Access Easement for Vehicles and Pedestrians
- Exhibit 7 Maintenance and Access Easement for Landscaping and Irrigation Installation and Maintenance, and for Exterior Building Maintenance.
- Exhibit 8 Easement for Drainage Structures and Swales
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- Exhibit 10 Easements for Potable Water Lines
- Exhibit 11 Easement for Electric Utilities, Telephone Utilities, and for Cable, Internet and Related Services
- Exhibit 12 25' Corner Cord Area Easement for Landscaping Installation and Maintenance
- Exhibit 13 5' Utility and Sidewalk Easement



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**DECLARATION  
FOR RIVER GARDEN TOWNHOMES**

THIS DECLARATION FOR RIVER GARDEN TOWNHOMES (this "Declaration") is made by STKR Sistrunk, LLC, a Florida limited liability company ("SLLC"), joined in by River Garden Townhomes Homeowner's Association, Inc., a Florida not-for-profit corporation ("Association").

R E C I T A L S

- A. SLLC is the owner of the real property in Broward County, Florida ("County") more particularly described in Exhibit 1 attached hereto and made a part hereof ("River Garden Townhomes");
- B. SLLC desires to subject River Garden Townhomes to the covenants, conditions and restrictions contained in this Declaration;
- C. This Declaration is a covenant running with all of the land comprising River Garden Townhomes, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Declaration; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, SLLC hereby declares that every portion of River Garden Townhomes is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for River Garden Townhomes established pursuant to Section 18.1 hereof.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"Association" shall mean River Garden Townhomes Homeowner's Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of Association.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof, as amended from time to time.

"SLLC" shall mean STKR Sistrunk, LLC, a Florida limited liability company, its successors and/or assigns.

"Common Areas" shall mean all real property interests and personalty within River Garden Townhomes designated as Common Areas, as more particularly described on Exhibit 1.1 attached hereto, or as may be later dedicated from time to time by a recorded amendment to this Declaration and provided for, owned, leased by, or



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dedicated to the common use and enjoyment of the Owners within River Garden Townhomes. The Common Areas may include, without limitation, open space areas, internal buffers, perimeter buffers or landscape easement areas, perimeter walls and/or fencing, improvements, easement areas owned by others, additions, irrigation pumps, irrigation areas, entrance features, private roads, irrigation lines, the Surface Water Management System, lights, wall(s), sidewalks, wing walls, swale areas, dry retention areas, parking areas, commonly used utility facilities, signage, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in River Garden Townhomes, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Plan" shall mean collectively the full or partial concept plan for the development of River Garden Townhomes as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Community Plan is subject to change as set forth herein. The Community Plan is not a representation by Developer as to the development of River Garden Townhomes or its amenities, as Developer reserves the right to amend all or part of the Community Plan from time to time.

"Contractors" shall have the meaning set forth in Section 18.12.2 hereof.

"County" shall mean Broward County, Florida.

"River Garden Townhomes" shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean SLLC and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At its sole option, City National Bank of Florida shall succeed to the rights of Developer in the event that it becomes owner of the property owned by SLLC as the result of a foreclosure or deed in lieu of foreclosure, regardless of whether it has received a written assignment of all or some of the rights of Developer.

"Home" shall mean each residential townhome and appurtenances thereto constructed within River Garden Townhomes. The term Home may not reflect the same division of property as reflected on a Site Plan. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Indemnified Parties" shall have the meaning set forth in Section 8.7.4 hereof.



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**"Individual Assessments"** shall have the meaning set forth in Section 16.2.5 hereof.

**"Initial Contribution"** shall have the meaning set forth in Section 16.11 hereof.

**"Lender"** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**"Losses"** shall have the meaning set forth in Section 8.7.5 hereof.

**"Lot"** shall mean any residential lot shown on a Site Plan.

**"Manager"** shall have the meaning set forth in Section 8.7.5 hereof.

**"Member"** shall have the meaning set forth in Section 6.3 hereof.

**"Monthly Assessments"** shall have the meaning set forth in Section 16.2.1 hereof.

**"NFIP"** shall have the meaning set forth in Section 14.1 hereof.

**"Operating Costs"** shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts required to maintain the Surface Water Management System; all amounts required to maintain private roads and parking areas; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and a utility provider; amounts payable to a telephone service provider for telephone services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

**"Owner"** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer or Builders until the Turnover Date, or a Lender.

**"Parcel"** shall mean a lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

**"Party Roof"** shall mean any roof built as part of the original construction of two or more Homes, which roof covers two or more Homes that are connected by one or more Party Walls.

**"Party Wall"** shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line between such Homes.

**"Public Records"** shall mean the Public Records of Broward County.

**"Required Demolition"** shall have the meaning set forth in Section 14.6.2 hereof.

**"Required Repair"** shall have the meaning set forth in Section 14.6.2 hereof.

**"Resale Contribution"** shall have the meaning set forth in Section 16.12 hereof.

**"Reserves"** shall have the meaning set forth in Section 16.2.4 hereof.

**"Rules and Regulations"** shall mean collectively the Rules and Regulations governing River Garden Townhomes as adopted by the Board from time to time.



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**"Special Assessments"** shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

**"Surface Water Management System"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, retention areas, lakes, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by South Florida Water Management District ("SFWMD") pursuant to the Permit.

**"Title Documents"** shall have the meaning set forth in Section 24.9 hereof.

**"Townhome"** shall mean each Home within River Garden Townhomes that is part of a Townhome Building.

**"Townhome Building"** shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

**"Turnover Date"** shall mean the date on which transition of control of the Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to the date currently required by law.

**"Use Fees"** shall have the meaning set forth in Section 16.2.3 hereof.

**"Violations Committee"** shall have the meaning set forth in Section 19.7.2 hereof.

3. Plan of Development.

3.1 Generally. The planning process for River Garden Townhomes is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop River Garden Townhomes and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, Townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of River Garden Townhomes as finally developed.

3.2 Association's Obligation to Cooperate. Association and each Owner shall at all times cooperate with Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development of the Common Areas, and conveyance of the Common Areas, and (iii) master land development requirements. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits privileges or priorities granted or reserved to Institutional Mortgagees of Homes without the consent of said institutional mortgagees in each instance unless the Institutional Mortgage shall join in the



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amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any mortgage holder on a Home shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for telephone service, utility, drainage, ingress and egress and roof overhangs over any portion of River Garden Townhomes; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times from and after the Turnover Date, Developer shall have the right to amend the Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Dissolution.

5.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the circuit court of the appropriate judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

5.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, River Garden Townhomes and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of River Garden Townhomes which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

6. Binding Effect and Membership.

6.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property



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Act will not operate to extinguish any encumbrance placed on River Garden Townhomes by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment except by Developer.

6.2 Transfer. At the time of each Owner's closing on the purchase of a Home within River Garden Townhomes, each Owner executed the Declaration of Homebuyer Restrictive Covenants, a copy of which is attached hereto as Exhibit 4. Each Owner's right to transfer the fee simple title to a Home shall be governed by the Declaration of Homebuyer Restrictive Covenants, and each Owner shall be required to satisfy the restrictions and limitations as provided therein when transferring ownership of a Home within the Minimum Holding Period as provided therein. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, in addition to any restrictions provided for in the Homebuyer Restrictive Covenants, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

6.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association (a "Member"). Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws.

6.4 Intentionally Omitted.

6.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

6.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or the other Association Documents.

6.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. In the event of any conflict among this Declaration and the Homebuyer Restrictive Covenants, the Homebuyer Restrictive Covenants shall control.

6.8 Composition of the Board Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effects of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right, to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of River Garden Townhomes for various public purposes or for the provision of telephone service, or to make any portions of River Garden Townhomes part of the Common Areas. In addition, the Common Areas of River Garden Townhomes may include decorative improvements and berms Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES



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BROCHURES, SITE PLANS AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

8. Operation of Common Areas.

8.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 8.3 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any other person or entity whatsoever. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein in its sole discretion and without notice.

8.2 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

8.3 Conveyance. Within sixty (60) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas may be created in the form of easements, or conveyed by written instrument or by Quitclaim Deed from Developer to Association recorded in the Public Records. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto, if any, shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Home as set forth in this Declaration. In the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and



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8.4 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, if any, the portion of the Common Areas so dedicated shall be owned, operated, maintained, and administered by Association for the use and benefit of the owners of all property interests in River Garden Townhomes including, but not limited to, Association, Developer, Owners and any Lenders. Notwithstanding the foregoing, only subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

8.5 Paved Areas. The Common Areas may contain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, cart paths, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance.

8.6 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

8.7 Use.

8.7.1 General Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis.

8.7.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, telephone service providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

8.7.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

8.7.4 Assumption of Risk. Without limiting any other provision herein, each person within any portion of River Garden Townhomes accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of River Garden Townhomes (e.g. the Common Areas), including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within River Garden Townhomes, and (e) design of any portion of River Garden Townhomes. Each person entering on to any portion of River Garden Townhomes also expressly indemnifies and agrees to hold harmless Developer, Association, Builders, and their employees, directors, representatives, officers, agents, and partners, affiliates and attorneys (collectively, "Indemnified Parties"), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER



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ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS DOGS, CATS, BEES, WASPS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

8.7.5 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas within River Garden Townhomes by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, Builder or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, Builder or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

8.8 Rules and Regulations.

8.8.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and River Garden Townhomes. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

8.8.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer, and shall not be applied in a manner which would adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial, club uses, Homes, Common Areas and related improvements within River Garden Townhomes, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of River Garden Townhomes), general office and construction operations within River Garden Townhomes; (iii) place, erect or construct portable, temporary or accessory buildings or structure within River Garden Townhomes for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of River Garden Townhomes; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of River Garden Townhomes owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion River Garden Townhomes including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to River Garden Townhomes by dredge or dragline, store fill within River Garden Townhomes and remove and/or sell excess fill; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising River Garden Townhomes.

8.9 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

8.10 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, wing walls, entrance features, roads, landscaping, irrigation areas,



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lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Orange County and all other applicable governing entities having jurisdiction with respect to the same.

8.11 Water Mains. In the event County or any of its subdivisions, agencies and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at its expense, if such expenses are not paid for by County or other entity. Notwithstanding the foregoing, if damage to a water or sewer main is caused by the act or omission of an Owner, Association shall be responsible to replace or repair the driveway at such Owner's expense and such cost shall be billed to such Owner as an Individual Assessment. Association's determination of responsibility by Owner shall be final.

8.12 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within River Garden Townhomes (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 8.12, then Association shall replace or repair such damage at its expense, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 8.12.

8.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, representatives, agents, partners, affiliates and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' fees and paraprofessional fees, pre-trial, and at all levels of proceedings, including appeals), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

8.14 Site Plans. River Garden Townhomes may be subject to one or more site plans (each individually, a "Site Plan"). The Site Plan may identify some of the Common Areas within River Garden Townhomes. The description of the Common Areas on a Site Plan is subject to change and the notes on a Site Plan are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Site Plan or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.



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9. Party Walls and Fences.

9.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding Party Walls and Party Fences and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls and Party Fences within River Garden Townhomes, which are built by Developer as part of the original construction of the Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall and any Party Fence, shall protrude over an adjoining Townhome, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall and Party Fence. The foregoing shall also apply to any replacements of any Party Walls and Party Fences. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

9.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall which faces his or her Home.

9.3 Sharing of Repair, Replacement and Maintenance for Party Walls and Party Fences.

9.3.1 Generally. The cost of reasonable repair and/or maintenance of Party Walls and Party Fences (other than painting) shall be shared equally by the Owners of the Townhomes, sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

9.3.2 Failure to Contribute. In the event an Owner shall fail or refuse to pay his or her pro rata share of costs of repair, maintenance, or replacement of a Party Wall or of a Party Fence (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall or to the Party Fence and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement, and /or maintenance of Party Wall(s) and Party Fence(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro-rata share of the costs.

9.3.3 Alterations. The Owner of a Townhome sharing a Party Wall with an adjoining Townhome shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall and/or Party Fence without the joint agreement of all of the Owners sharing the Party Wall and/or Party Fence and prior written approval of the ACC.

9.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his or her negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.3.5 Easements. Each Owner sharing a Party Wall and a Party Fence shall have all easement rights reasonably necessary to perform the obligation contained herein over the Townhomes sharing the Party Wall and Party Fence.

10. Party Roofs.

10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within River Garden Townhomes, which are built by Developer as part of the original construction of the Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Townhome, it shall be deemed that such Owners have granted perpetual easements to the adjoining



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Owner or Owners for continuing maintenance and use of the protrusion or Party Roof. The foregoing shall also apply to any replacements of any Party Roof. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

10.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

10.2.1 Generally. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

10.2.2 Failure to Contribute. In the event an Owner shall fail or refuse to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs and/or replacements are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement, and /or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro-rata share of the costs.

10.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome sharing a Party Roof with an adjoining Townhome shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ACC.

10.2.4 Easements. Each Owner and Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes sharing the Party Roof.

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, and all improvements placed thereon including, without limitation, all Common Area landscaping and irrigation, if any.

11.2 Lawn Maintenance. If so provided in Association's budget, Association shall cut, fertilize, and edge the lawn in the yard of each Home, unless the same is fenced in and/or inaccessible. Association may also weed the plant bed(s) in the yard of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Owner modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Each Owner is responsible for replacing any trees, shrubs, grass or landscaping that require replacement. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced, even if such landscaping and improvements are in the yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

11.3 Irrigation and Sprinkler Systems. To the extent that there is an irrigation system installed within the Common Areas, Association shall be responsible to maintain the irrigation and sprinkler systems within the Common Areas. Additionally, in the event a common irrigation system services each of the Lots, Association shall be responsible to maintain the sprinkler system within each Lot. Owners will be limited to irrigating Lots during scheduled times established by the Association from time to time.

11.4 Party Roofs. Association may, but shall not be obligated, impose Individual Assessments for the cost to repair, replace and maintain the Party Roof of each Townhome within River Garden Townhomes and the



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costs of the same shall be charged as an Individual Assessment to each Owner whose roof is repaired, replaced or maintained in accordance with this Section. This Section shall not otherwise relieve an Owner of her responsibilities for Party Roofs as provided in Section 11.2 above.

11.5 Painting. Association shall be responsible for repainting the exterior of each Townhome within River Garden Townhomes, at such time as Association deems such repainting necessary in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Townhome is repainted in accordance with this Section.

11.6 Adjoining Areas. Association shall also maintain those drainage areas, swales, maintenance easements, driveways, and landscape areas that are within the Common Areas and/or immediately adjacent to a Home, or which are part of a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.7 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.8 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across River Garden Townhomes for the purposes as herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of River Garden Townhomes if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.9 Surface Water Management System. To the extent the Surface Water Management System is not maintained by County, SFWMD or other permitting entity, Association shall maintain, repair, replace and insure the same and comply with all SFWMD permits and requirements.

11.9.1 Duty to Maintain Surface Water Management System. The Surface Water Management System within River Garden Townhomes will be owned, maintained and operated by Association as permitted by the County, SFWMD or other permitting entity. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the County, SFWMD or other permitting entity has the right to take enforcement action, including a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Each Builder and Owner within River Garden Townhomes at the time of construction of a building, residence or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the County, SFWMD or other permitting entity.

11.9.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas must have the prior written approval of the County, SFWMD or other permitting entity. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future County, SFWMD or other permitting entity permit actions shall be maintained by Association's registered agent for Association's benefit.



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12. Maintenance by Owners.

12.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, vinyl or PVC fences, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of River Garden Townhomes by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced, unless otherwise designated for maintenance by Association. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

12.2 Intentionally Omitted.

12.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.4 Irrigation to Homes. In the event Association fails to irrigate an Owner's Lot pursuant to the requirements of this Declaration, each Owner shall be responsible to irrigate his or her Lot.

12.5 Landscape Replacement. Each Owner shall be responsible to replace any dead, dying, diseased or removed landscaping within such Owner's Lot, at such Owners sole cost and expense.

13. Use Restrictions. Each Owner must comply with the following:

13.1 Alterations and Additions. No material alteration, addition or modification to a Parcel, Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

13.2 Animals. No animals of any kind shall be raised, bred or kept within River Garden Townhomes for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

13.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Parcel, Lot or Home unless approved by the ACC.

13.4 Cars and Trucks.

13.4.1 Parking. Owners' automobiles shall be parked in the garage, driveway, or other designated parking areas, if provided, and shall not block the sidewalk or common driveway within River Garden Townhomes. No vehicles of any nature shall be parked on any portion of River Garden Townhomes or a Lot except on the surfaced parking area thereof. There shall be no RV or boat parking within River Garden Townhomes.

13.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on River Garden Townhomes for more than twelve hours, except in the garage of a Home. No



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repair or maintenance, except emergency repair, of vehicles shall be made within River Garden Townhomes, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

13.4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within River Garden Townhomes except in the garage of a Home or as provided by Section 13.32. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non- working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other River Garden Townhomes facility. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on River Garden Townhomes. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

13.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 14.6.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

13.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within River Garden Townhomes. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within River Garden Townhomes. No solicitors of a commercial nature shall be allowed within River Garden Townhomes, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

13.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within River Garden Townhomes. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN River Garden Townhomes AND THE RESIDENTIAL ATMOSPHERE THEREOF.

13.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.9 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of River Garden Townhomes as without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15<sup>th</sup> of



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the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

13.10 Disputes as to Use. If there is any dispute as to whether the use of any portion of River Garden Townhomes complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.11 Drainage Swales. Drainage swales are a part of the Common Areas and the front, side and rear portions of the Homes. Once drainage swales are installed by Developer, the maintenance of such swales thereafter within the boundary of a Home shall be the responsibility of the Owner or by Association, and the maintenance of such swales within the Common Areas shall be the responsibility of the Association. No encroachments will be permitted within such drainage swales. In the event that such swales are adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions by Owners, the cost to correct, repair, or maintain such drainage swales shall be the responsibility of the Owner who is responsible for the adverse impact to the drainage swale. By way of example, and not of limitation, if the Owner of one Home plants a tree in a swale and the tree impacts the proper drainage of surface water with the drainage swales, the Owner that plants the tree shall be solely responsible for the removal of the tree and for restoring the drainage swale to its proper condition.

13.12 Driveway Repair and Easement. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

13.13 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water run-off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, hurricane shutters, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

13.15 Fences and Walls. No walls or fences shall be erected within the River Garden Townhomes, other than the replacement of the fencing installed by Developer. Any such replacement of a fence within the yard of a Home shall be made only with the prior written consent of the ACC.

13.16 Garages. Each Home has its own garage. No garage shall be converted into a general living area or used as living quarters by any person unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13.17 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible



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from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

13.18 General Use. Each Home, the Common Areas and any portion of River Garden Townhomes shall not be used in any manner contrary to the Association Documents.

13.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13.20 Landscape Lighting. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

13.21 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home, Lot or Parcel. No clothes drying area may be placed in River Garden Townhomes except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots or streets.

13.22 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of River Garden Townhomes. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of River Garden Townhomes shall be the same as the responsibility for maintenance and repair of the property concerned.

13.23 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

13.23.1 No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within River Garden Townhomes may not be large enough to accommodate any of the foregoing items in any event.

13.23.2 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from River Garden Townhomes, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

13.23.3 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.



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13.24 Ownership and Leasing Restrictions. At the time of the purchase of a Unit, each Owner is required to execute a Declaration of Homebuyer Restrictive Covenants, the form of which is attached hereto as Exhibit 4. Each Owner shall cooperate with Association in complying with any request for information necessary for Association to ensure that the Owner is in compliance with the Declaration of Homebuyer Restrictive Covenants. Notwithstanding that the Declaration of Homebuyer Restrictive Covenants may be enforced by the Fort Lauderdale Community Redevelopment Agency, the Association shall be permitted to monitor Owner compliance with same. Further, the restriction against leasing is hereby incorporated in this Declaration, and Owners shall not be permitted to lease a Home. The restriction against leasing may be enforced by Association as all other covenants and use restrictions set forth in this Declaration.

13.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of River Garden Townhomes is permitted. No firearms shall be discharged within River Garden Townhomes. Nothing shall be done or kept within the Common Areas, or any other portion of River Garden Townhomes, including a Home, Lot or Parcel which will increase the rate of insurance to be paid by Association.

13.26 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel, Lot or Home, or any other portion of River Garden Townhomes, which is unsightly or which interferes with the comfort and convenience of others.

13.27 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of River Garden Townhomes, change the level of the land within River Garden Townhomes, or plant landscaping which results in any permanent change in the flow and drainage of surface water within River Garden Townhomes. Owners may not place additional plants, shrubs, or trees within any portion of River Garden Townhomes without the prior approval of the ACC.

13.28 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of River Garden Townhomes. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.29 Screened Enclosures. No screened enclosures shall be permitted within the River Garden Townhomes.

13.30 Signs and Flags. No sign (including brokerage or for sale signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of River Garden Townhomes that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). Owners of Homes must have all "For Sale" and "For Rent" signs approved by Association. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within River Garden Townhomes, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, and United States of America flags, shall be permitted without ACC approval.

13.31 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of River Garden Townhomes without prior written consent of the ACC. No basketball



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hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home when not in use.

13.32 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. No boat(s) may be stored on a Lot or within the River Garden Townhomes. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

13.33 Structures and Patios. No structures or patios may be installed in the yards of any Home.

13.34 Use of Homes. Each Home is restricted to residential use as a residence by the Owner, its immediate family, guests and invitees.

13.35 Water Intrusions. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damages or loss that an Owner may incur.

13.36 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13.37 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

14. Insurance. Association may, but shall not be obligated to maintain the following insurance coverage:

14.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

14.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.



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14.6 Homes.

14.6.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.6.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.6.3 Townhome Buildings. Certain Homes are separated by Party Walls but form part of a Townhome Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building must have the written agreement of all of the Owners of Homes within such Townhome Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building and all Owners of damaged or destroyed Homes within such Townhome Building shall perform Required Repair with respect to such Homes.

14.6.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.6.4 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of River Garden Townhomes.

14.6.5 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

14.6.6 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason



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whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

14.7 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

14.7.1 The bonds shall name Association as an obligee.

14.7.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

14.7.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.7.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.8 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

14.9 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

14.10 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

14.11 Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14.12 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, guests and invitees, and every owner of an interest in River Garden Townhomes shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across the area designated as the Cross Access Easement as depicted on Exhibit 6 attached hereto.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under River Garden Townhomes as may be required in



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connection with the development of River Garden Townhomes, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of River Garden Townhomes, and other lands designated by Developer. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 20 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

15.4 Public Easements. Fire, police, postal and delivery services, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the private road depicted on Exhibit "6" attached hereto, as well as over and across all sidewalks, paths and walkways within River Garden Townhomes as necessary for the provision of such services.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through River Garden Townhomes (including Homes) for telephone service, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across River Garden Townhomes (including Homes) for the reasonable and necessary maintenance of Common Areas, drainage swales, utilities, cables, wires and other similar facilities within the landscape, irrigation, utility, maintenance and drainage easements as more particularly described on Exhibits 6 through 10 attached hereto.

15.9 Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over River Garden Townhomes over, across and upon River Garden Townhomes for drainage and water management purposes, including within Common Areas as depicted on Exhibit 6 and also within drainage and swale easement areas of the Townhomes as depicted on Exhibit 8. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of River Garden Townhomes (including Homes and the rear Lots of Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, drainage structures, swales and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be



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permitted to remain which may damage or interfere with the drainage or irrigation of River Garden Townhomes and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through River Garden Townhomes and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Easements in Favor of Association. Association and its Owners are hereby granted the following easements:

- 15.10.1 an easement as depicted on Exhibit 7 for the purpose of providing access for landscape planting and maintenance, and for installing, maintaining and repairing irrigation lines around the front and side areas of the Townhome Building, and for exterior Townhome Building and roof maintenance;
- 15.10.2 an easement as depicted on Exhibit 9 for the installation, maintenance and repair of sanitary sewer lines, including one or more common sewer pipelines serving more than one Townhome and sewer laterals which are shared between two or more Townhomes. To the extent that a sewer pipeline shall be deemed to be an encroachment, there is hereby created, to the extent of and to support such encroachment, a perpetual easement in favor of the Unit from which the encroachment exists and to be for the purposes of maintenance and support of such encroachment;
- 15.10.3 an easement as depicted on Exhibit 10 for the purpose of installing, maintaining, and repairing water lines for the distribution of potable water utilities to the Townhomes, which easement shall be in favor of the applicable utility provider, as well as for a private easement in favor of each Townhome. To the extent that a water line shall be deemed to be an encroachment, there is hereby created, to the extent of and to support such encroachment, a perpetual easement in favor of the Unit from which the encroachment exists and to be for the purposes of maintenance and support of such encroachment.
- 15.10.4 an easement as depicted on Exhibit 11 for the purpose of the installation and maintenance of electric utilities, telephone utilities, and for internet, cable and related services.
- 15.10.5 an easement as depicted on Exhibit 12 for corner cord areas adjacent to the intersection of N.W. 6<sup>th</sup> Street and N.W. 21<sup>st</sup> Terrace and the intersection of N.W. 6<sup>th</sup> Street and N.W. 22<sup>nd</sup> Avenue, for the purpose of maintaining sight visibility at these intersections. For the Townhomes directly abutting these intersections and for the areas shown on Exhibit 11, there shall be no opaque fence, hedge or wall that exceeds two and one half feet (2.5 ‘) in height when located within the designated area. All landscaping trees shall be installed outside of the designated area or must have a clear trunk between two and one half feet (2.5’) and eight feet (8,0’) above the adjoining edge of pavement as required by City Code. There shall be no accessory buildings constructed or erected within this area.

15.11 Blanket Easement in Favor of Developer. Developer shall also have blanket easements above, across and under River Garden Townhomes. The easement shall permit, without limitation, all construction, maintenance and replacement activities of Developer.

15.11 City of Fort Lauderdale.

15.11.1 Utility and Sidewalk Easement. A restrictive easement in favor of the City of Ft. Lauderdale is imposed over that certain portion of those units with River Garden Townhomes with addresses of 2130 – 2140 N.W. 6<sup>th</sup> St., Ft. Lauderdale, the Property as more fully depicted on Exhibit 13 (“Utility and Sidewalk Easement”) for the purpose of providing a non-exclusive easement for sidewalk for pedestrian and other modes of travel as permitted by state and city laws, ordinances, rules and regulations, as amended, for ingress and egress, and public utility and franchise utility infrastructure and facilities, for the delivery of all services related thereto, and the right to access and install, inspect, test, maintain, repair, relocate, rehabilitate and replace such sidewalk and public and franchise utility infrastructure and facilities from time to time within the Easement Area, and all other public purposes related thereto.



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15.11.2 City of Fort Lauderdale. With respect to the easements described herein in favor of the City of Fort Lauderdale ("City"), the City shall be deemed a third-party beneficiary under this Declaration, with full legal and equitable rights to enforce the terms and conditions of said easements.

Notwithstanding the term of the covenants as set forth in this Section 15.11, the Utility and Sidewalk Easement required by City of Fort Lauderdale ULDR Section 47-18.9.B, as further described in Section 15.11.1 will survive termination of this Declaration, unless a Certificate in recordable form, executed by the City of Fort Lauderdale Zoning Administrator, is recorded in the Public Records of Broward County, Florida, certifying that the Utility and Sidewalk Easement are no longer required by the zoning regulations of the City of Fort Lauderdale. This Certificate shall be recorded simultaneously with the aforementioned certificate terminating the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, with respect to the Utility and Sidewalk Easement required by City of Fort Lauderdale ULDR Section 47-18.9.B, as referenced in Section 15.11.1 above, this Easement may not be amended, modified or repealed without the express written consent of the City of Fort Lauderdale Zoning Administrator, which such express written consent shall be in recordable form and which such consent shall only be given when the proposed amendment, modification or repeal is in accordance with the terms of the City of Fort Lauderdale's ULDR.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Assessments.

16.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. So long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Thereafter each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home.

16.2 Purpose of Assessments. The Assessments levied by Association shall be used for the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

16.2.1 Any monthly assessment or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

16.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

16.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

16.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the



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periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

16.2.5 Assessments for which one or more Owners (but less than all Owners) within River Garden Townhomes is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional telephone, internet or cable services, and Association pays a provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of River Garden Townhomes that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment.

16.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

16.4 Allocation of Operating Costs.

16.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro-rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in River Garden Townhomes conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

16.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

16.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

16.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.



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16.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

16.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of conveyance of title of a Lot or Parcel to such Builder.

16.8 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either: (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all Monthly Assessments due from Owners and other income received by Association pursuant to Section 16.8.1 of the Declaration or (ii) to pay Monthly Assessments on Homes or Lots owned by Developer. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.8.1 Without limiting Developer's Option under Section 16.8 of the Declaration, Developer shall be excused from the payment of the share of the Monthly Assessments relating to Homes it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the Turnover Date or December 31 of the year following the year in which the Declaration is recorded (the "Guarantee Expiration Date"), provided that the Monthly Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase during such period over \$220.00 and provided further that Developer shall be obligated to pay any amount of Operating Costs actually incurred during such period and not produced by the Monthly Assessments at the guaranteed level receivable from Owners. The period that Developer is excused from the payment of the share of Monthly Assessments relating to Homes it is offering for sale may be unilaterally extended by Developer for one or more successive periods of three months each.

16.8.2 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount (e.g. including, without limitation, pre-paid amounts, deposits for utilities, Developer's funding of delinquent Monthly Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

16.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments as per the Builder budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.



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16.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

16.10.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

16.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

16.10.3 Association may establish Use Fees, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

16.11 Initial Contribution. The first purchaser of each Lot or Home, at the time of closing of the conveyance from the Developer to the purchaser, shall pay to Association an initial contribution in the amount of two (2) months Assessments (the "Initial Contribution"). The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

16.12 Resale Contribution. Association may establish a resale contribution ("Resale Contribution"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

16.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

16.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

16.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts



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due as of that date, but shall relate back to the date that this Declaration is recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.16 Liability for Assessments. An owner of a Home, regardless of how such owner's title to a Home has been acquired including, without limitation, by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while an owner of such Home. An owner's liability for Assessments may not be avoided for any reason including, without limitation, by waiver or suspension of the use or enjoyment of any of the Common Areas or by abandonment of the Home upon which such Assessments are charged. An owner that acquires title to a Home shall be jointly and severally liable with the previous owner of such Home for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding the foregoing, Association may, without having any obligation to do so, reallocate any unpaid Assessments to all Owners as part of Operating Costs included within Monthly Assessments. Any sale or transfer of a Home pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the owner from liability for, nor the Home from the lien of any Assessments made prior to such sale or thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to such owner. In the event Association makes such payment on behalf of an owner of a Home, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an owner pursuant to this Section shall be added to Assessments payable by such owner with appropriate interest. Without limiting the foregoing, Developer shall be exempt from this Section and the lien for Assessments shall be superior to all other liens save and except tax liens.

16.17 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to collect a reasonable rent from the Owner. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

16.19 Exemption. Notwithstanding anything to the contrary herein, Developer shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any

16.20 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including



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appeals, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals.

16.21 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender. A Mortgagee or its successors or assignees who acquire title to a Home by foreclosure or by deed in lieu of foreclosure is not liable for the unpaid Assessments that became due prior to the Mortgagees acquisition of title. The provisions of this Section shall not apply unless the Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or registered agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee.

17. Information to Lenders and Owners.

17.1 Availability. There shall be available for inspection upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of Association Documents.

17.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

17.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

17.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

18. Architectural Control. The following provisions govern River Garden Townhomes.

18.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to River Garden Townhomes. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that



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member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Community Standards as set forth herein.

18.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of River Garden Townhomes. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within River Garden Townhomes by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

18.4 Community Plan. Developer has established an overall Community Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Community Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING River Garden Townhomes. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW River Garden Townhomes WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE DISCRETION.

18.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

18.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of River Garden Townhomes, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of River Garden Townhomes, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans,



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plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

18.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

18.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:



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18.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in River Garden Townhomes shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in River Garden Townhomes shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in River Garden Townhomes and no construction materials shall be stored in River Garden Townhomes subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in River Garden Townhomes or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

18.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into River Garden Townhomes as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in River Garden Townhomes.

18.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within River Garden Townhomes. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within River Garden Townhomes and each Owner shall include the same therein.

18.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of River Garden Townhomes at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC



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shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees a, pre-trial and at all levels of proceedings, including appeals, in connection therewith.

18.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

18.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a certificate of compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the certificate of compliance. The issuance of a certificate of compliance does not abrogate the ACC's rights set forth in Section 18.13 herein.

18.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

18.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, devisees, legal and personal representatives, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

18.20 Governmental Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of River Garden Townhomes and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time,



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Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

19. Owners Liability.

19.1 Right to Cure. Should any Owner do any of the following:

19.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting the SFWMD, CBWCD and/or BCBRD; or

19.1.2 Cause any damage to any improvement, Common Areas, or easement areas as shown on Exhibits 6 through 7; or

19.1.3 Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

19.1.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

19.1.5 Impede Developer from proceeding with or completing the development of River Garden Townhomes,

then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, incurred shall be assessed against the Owner as an Individual Assessment.

19.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

19.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.2.2 Commence an action to recover damages; and/or

19.2.3 Take any and all action reasonably necessary to correct the violation or breach.

19.3 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.



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19.4 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.5 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association, and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

19.7 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and/or common services including, but not limited to, cable services and/or other services which are paid through Operating Costs, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration.

19.7.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.7.2 A fine or suspension may be imposed without notice where an Owner has failed to pay Assessments and/or other charges when due. No other fines or suspensions may be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

19.7.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.7.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

19.8 Right of Association to Remove Guests, Invitees and Occupants. With respect to any person present in any Home or any portion of River Garden Townhomes, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of this Declaration, the Articles, the By-Laws, the Community Standards and/or the Rules and Regulations, if any, or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of River Garden Townhomes in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave River



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Garden Townhomes and if such person does not do so, Association shall be authorized to commence an action to remove or compel such person to leave River Garden Townhomes and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner as an Individual Assessment and the Association shall have a lien for the same as provided in this Declaration.

20. Additional Rights of Developer.

20.1 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

20.2 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, telephone service; and other purposes over, under, upon and across River Garden Townhomes so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for telephone service, irrigation, drainage lines or electrical lines over any portion of River Garden Townhomes so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of River Garden Townhomes. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

20.3 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

20.4 Representations. Developer makes no representations concerning development both within and outside the boundaries of River Garden Townhomes including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on River Garden Townhomes or in River Garden Townhomes or adjacent or near River Garden Townhomes, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.5 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, DEVELOPER, BUILDER AND ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF River Garden Townhomes INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSBES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR



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ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.5.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF RIVER GARDEN TOWNHOMES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF RIVER GARDEN TOWNHOMES AND THE VALUE THEREOF; AND

20.5.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

20.5.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF River Garden Townhomes (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.6 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.7 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY. DEVELOPER HAS AN OFFICE IN COUNTY AND EACH HOME IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

20.8 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS



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DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT River Garden Townhomes TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

20.9 No Access Control. OWNERS ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THEIR HOMES AND THE SAFETY OF PERSONS AND PERSONAL PROPERTY THEREIN. DEVELOPER IS NOT PROVIDING ANY ACCESS CONTROL WITHIN RIVER GARDEN TOWNHOMES WHATSOEVER. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS. DEVELOPER, BUILDER AND ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL.

21. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

22. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

23. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

23.1 Transfers Subject to Approval.

23.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association and, further, any such transfer must comply with the restrictions set forth in the Declaration of Homebuyer Restrictive Covenants entered into between the Owner and the City of Fort Lauderdale Community Redevelopment Agency.

23.1.2 Lease. Leasing of a Home within River Garden Townhomes is prohibited.

23.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer must comply with the Declaration of Homebuyer Restrictive Covenants, and shall also be subject to the approval of Association.



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23.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

23.2.1 Notice to Association.

23.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale. The notice must also be accompanied by proof that the proposed sale complies with the Declaration of Homebuyer Restrictions.

23.2.1.2 Intentionally Omitted.

23.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title. The notice must also be accompanied by proof that the proposed sale complies with the Declaration of Homebuyer Restrictions.

23.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

23.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand-delivery to Association which shall give a receipt therefore.

23.2.2 Certificate of Approval.

23.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records of Broward County, Florida (the "Public Records").

23.2.2.2 Intentionally Omitted.

23.2.2.3 Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 26.2.4 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

23.2.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove



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the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

23.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

23.3 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Home, the matter shall be disposed of in the following manner:

23.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Home, upon the following terms:

23.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

23.3.1.2 The purchase price shall be paid by official check or federal wire.

23.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

23.3.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 23.

23.3.2 Intentionally Omitted.

23.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefore.

23.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by a Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by a Lender or other approved



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mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Home at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

23.5 Unauthorized Transactions. Any sale, transfer, or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

23.5.1 Notice of Lien or Suit.

23.5.1.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

23.5.1.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

23.5.2 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

24.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation. Notwithstanding the foregoing, until the Community Completion Date, Developer shall interpret the provisions of this Declaration (and any exhibits hereto) and such interpretations shall be binding upon all parties.

24.3 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.4 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF RIVER GARDEN TOWNHOMES ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO RIVER GARDEN TOWNHOMES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF River Garden Townhomes, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO River Garden Townhomes WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE



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OF ANY PORTION OF River Garden Townhomes HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.5 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

24.6 Execution of Documents. Developer's plan of development for River Garden Townhomes may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of River Garden Townhomes, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to River Garden Townhomes or any portion(s) thereof.

24.7 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.8 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.9 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which may include, among other items, unrecorded land use documents and documents recorded in the Public Records of County (collectively, the "Title Documents"), which may include, without limitation, the following:"

24.9.1 All matters contained on the Plat of RIVER GARDENS" , as recorded in Plat Book 19, Page 23.

24.9.2 Revocable License Agreement by the Board of County Commissioners of Broward County recorded in Official Records Book 18234, Page 559.

24.9.3 Final Order of the Board of Adjustment, re: Variance, recorded in Official Records Book 45542, Page 1561.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 13 day of August, 2021 County Administrator. By: Broward County Deputy Clerk 55b74a2a-c38e-404d-b213-050715d093a5 Page 48 of 102



24.9.4 All easements in favor of the Association, Owners and their guests and invitees as provided or under the terms of this Declaration.

ALL OF THE FOREGOING IS RECORDED IN THE PUBLIC RECORDS OF COUNTY AND INCORPORATED HEREBY BY REFERENCE AS IF SET FORTH HEREIN.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 49 of 102

Developer's plan of development for River Garden Townhomes may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 28 day of July, 2021.

WITNESSES:

STKR SISTRUNK, LLC,  
a Florida limited liability company

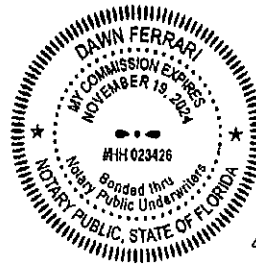
Frank D. Mann  
Print Name: Frank D. Mann  
Beth Ostera  
Print Name: Beth Ostera

By: [Signature]  
Name: Robert B. Stieck  
Title: Manager

STATE OF FLORIDA )  
                                  ) SS.:  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of July, 2021 by Robert B. Stieck Jr., as Manager of STKR Sistrunk, LLC a Florida limited liability company who is personally known to me or who has produced [Signature] as identification.

My commission expires:



Dawn Ferrari  
NOTARY PUBLIC  
State of Florida at Large  
Print Name Dawn Ferrari



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 13 day of August, 2021 County Administrator. By: Broward County Deputy Clerk 55b74a2a-c38e-404d-b213-050715d093a5 Page 50 of 102

JOINDER

RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC. ("Association") does hereby join in the Declaration for River Garden Townhomes (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28 day of July, 2021.

WITNESSES:

RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Peter Osterman

By: [Signature]  
Name: Jerry Kungold  
Title: President

[Signature]  
Print Name: Fred D. Marro

(SEAL)

STATE OF FLORIDA )  
COUNTY OF Broward ) SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of July, 2021 by Jerry Kungold, as President of RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification on behalf of the corporation.

My commission expires:



[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name Dawn Ferrari



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 13 day of August, 2021 County Administrator. By: Broward County Deputy Clerk 55b74a2a-c38e-404d-b213-050715d093a5 Page 51 of 102

CONSENT OF LENDER

City National Bank of Florida, as Lender and the holder of that certain Mortgage, Assignment of Rents and Security Agreement executed by STKR Sistrunk, LLC, a Florida limited liability company, dated September 22, 2020, Instrument Number 116756256, recorded on September 23, 2020, in the Official Records Book of the Public Records of Broward County, Florida, which encumbers the Land described in Exhibit 1, does hereby consent to the Declaration for River Garden Townhomes to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF, City National Bank by its authorized officer, has caused this Consent of Lender to be executed as of this 28 day of July, 2021.

CITY NATIONAL BANK OF FLORIDA

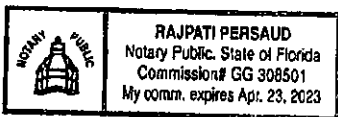
By: [Signature]  
Print Name: David Albright  
Title: SVP

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 of July, 2021 by David Albright, as SVP of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Notary Typed Name: Rajpatri Persaud  
My Commission Expires: 4/23/23

(OFFICIAL SEAL/STAMP)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 52 of 102

CONSENT OF LENDER

Fort Lauderdale Community Redevelopment Agency, as Lender and the holder of that certain Mortgage and Security Agreement executed by STKR Sistrunk, LLC, a Florida limited liability company, dated September 22, 2020, Instrument Number 116756258, recorded on September 25, 2020, in the Official Records Book of the Public Records of Broward County, Florida, which encumbers the Land described in Exhibit 1, does hereby consent to the Declaration for River Garden Townhomes to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF, City of Ft. Lauderdale, by its authorized officer, has caused this Consent of Lender to be executed as of this 11 day of August, 2021.

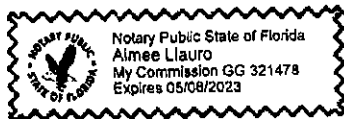
FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]  
Print Name: Christopher J. Lagerbloom, ICMA-CM  
Title: CRA Executive Director

STATE OF FLORIDA

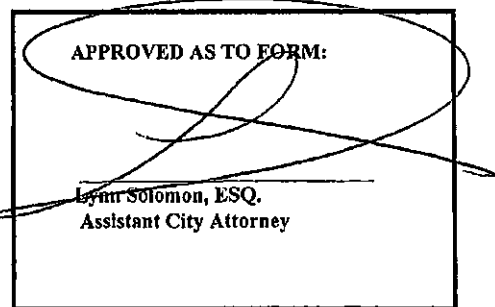
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> of August, 2021 by Christopher Lagerbloom, as Exec. Director of CRA, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Notary Typed Name: Aimee Llauro  
My Commission Expires: \_\_\_\_\_

(OFFICIAL SEAL/STAMP)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 53 of 102

**EXHIBIT 1  
LEGAL DESCRIPTION**

Lots 1, 2 and 3, all Less the North 10 Feet Thereof for Road Right of Way in Block 1, of RIVER GARDENS, according to the Plat thereof as recorded in Plat Book 19, Page 23, of the Public Records of Broward County Florida;

And

Lots 1, 2, 3, 4, 5, 6 and 7, all Less the North 10 feet, in Block 2, and Lot 25, in Block 2 of RIVER GARDENS, according to the Plat thereof as recorded in Plat Book 19, Page 23, of the Public Records of Broward County, Florida.

Parcel Identification Numbers:   5042-05-07-0010  
  5042-05-07-0011  
  5042-05-07-0020  
  5042-05-07-0240  
  5042-05-07-0190  
  5042-05-07-0200  
  5042-05-07-0210  
  5042-05-07-0220  
  5042-05-07-0230  
  5042-05-07-0390



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 54 of 102

**EXHIBIT 1.1**  
**LEGAL DESCRIPTIONS OF ASSOCIATION COMMON AREAS**

The Sketch and Legal Descriptions for Common Area 1 and Common Area 2 of River Gardens are attached hereto.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 55 of 102



947 Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-9988  
Fax: (561) 241-5182

**SKETCH AND LEGAL DESCRIPTION  
COMMON AREA 1 - RIVER GARDENS**

**LEGAL DESCRIPTION**

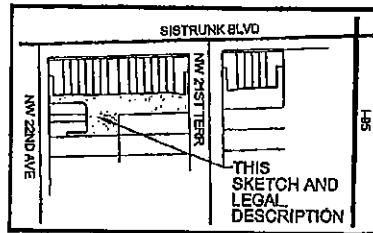
A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 25, BLOCK 2 "RIVER GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 87°45'09" WEST, ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 127.02 FEET; THENCE NORTH 01°13'36" EAST, A DISTANCE OF 10.50 FEET; THENCE NORTH 88°46'24" EAST, A DISTANCE OF 48.18 FEET; THENCE NORTH 01°13'36" WEST, A DISTANCE OF 62.00 FEET; THENCE SOUTH 88°46'24" WEST, A DISTANCE OF 0.68 FEET TO A POINT ON THE ARC A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS BEARS SOUTH 85°38'08" WEST; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 9.33, A CENTRAL ANGLE OF 87°52'58", A DISTANCE OF 14.31 TO THE POINT OF TANGENCY; THENCE SOUTH 87°45'09" WEST, A DISTANCE OF 81.00 FEET; THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 87.03 FEET; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 10.50 FEET; THENCE SOUTH 02°14'51" EAST, A DISTANCE OF 46.36 FEET; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 64.74 FEET; THENCE SOUTH 85°58'41" EAST, A DISTANCE OF 22.71 FEET; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 70.69 FEET; THENCE NORTH 02°14'51" WEST, A DISTANCE OF 86.17 FEET; THENCE SOUTH 87°45'09" WEST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 167.84 FEET; THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 5.00 FEET; THENCE NORTH 87°45'09" EAST, ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 340.01 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°45'09" WEST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 169.17 FEET; THENCE SOUTH 02°14'51" EAST, A DISTANCE OF 86.17 FEET; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 114.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00, A CENTRAL ANGLE OF 06°46'33", A DISTANCE OF 5.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85°28'18" EAST, A DISTANCE OF 29.46 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00, A CENTRAL ANGLE OF 06°46'33", A DISTANCE OF 2.96 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 5.19 FEET; THENCE NORTH 02°14'51" WEST, A DISTANCE OF 52.85 FEET; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 10.51 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 97.68 FEET; THENCE SOUTH 87°45'09" WEST, ALONG THE SOUTH LINE OF SAID LOTS 1, 2, 3 AND 4, A DISTANCE OF 170.00 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID LOT 25, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAIN 21,334 SQUARE FEET, MORE OR LESS.

**NOTES**

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SKETCH AND LEGAL DESCRIPTION AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED OR REFERENCED IN THE PREPARATION OF THIS SKETCH AND LEGAL DESCRIPTION.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SKETCH AND LEGAL DESCRIPTION, EXCEPT AS SHOWN.
5. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF NW 21ST TERRACE HAVING AN ASSUMED BEARING OF SOUTH 01°13'36" EAST.



**LOCATION MAP**  
NOT TO SCALE

**ABBREVIATIONS**

- B.C.R. == BROWARD COUNTY RECORDS
- A == DELTA (CENTRAL ANGLE)
- D.E. == DRAINAGE EASEMENT
- L == ARC LENGTH
- P.B. == PLAT BOOK
- P.G. == PAGE
- R == RADIUS
- R/W == RIGHT-OF-WAY
- U.E. == UTILITY EASEMENT

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

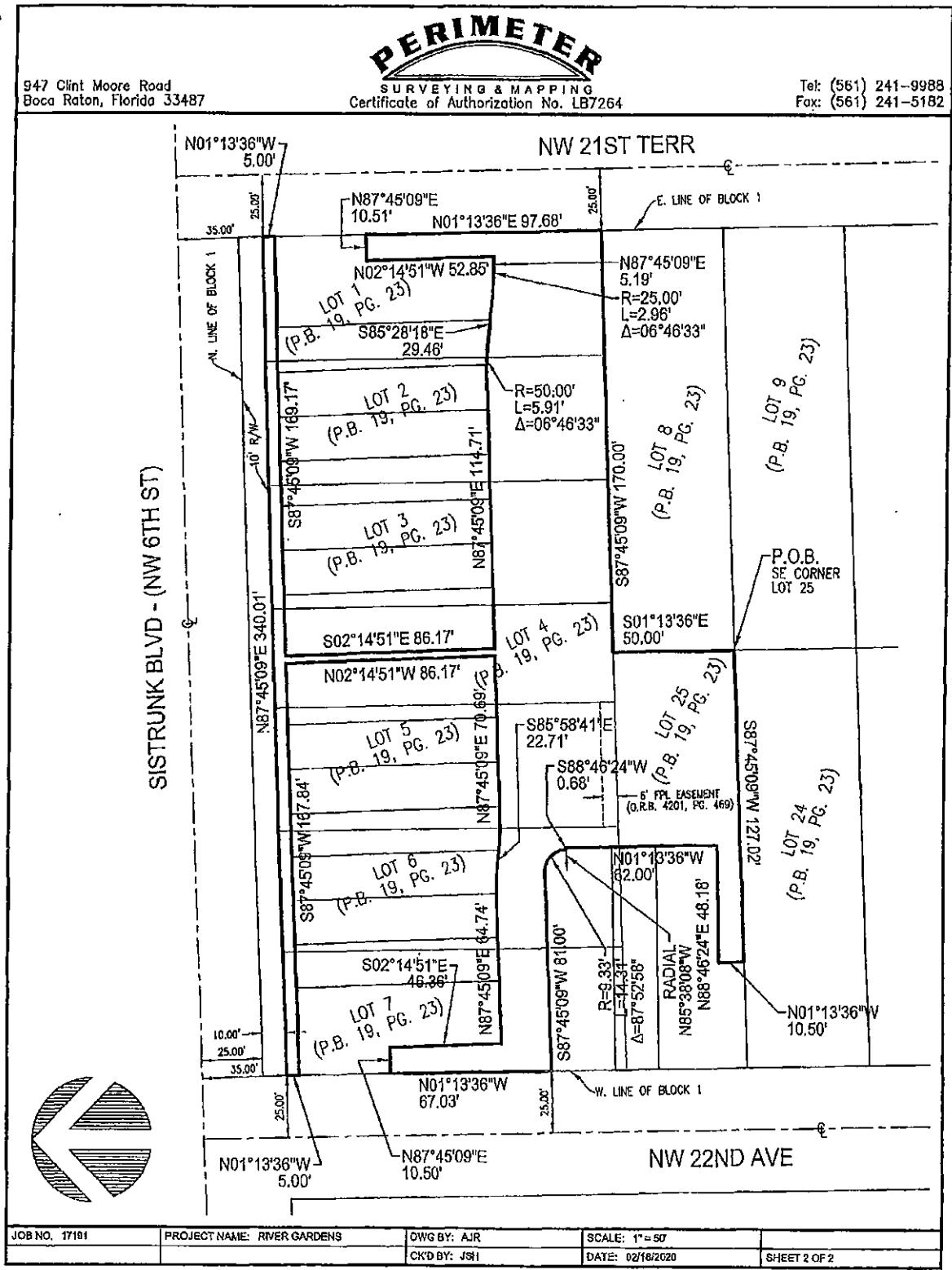
*[Signature]*  
JEFF S. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

PROJECT NAME: RIVER GARDENS	DATE: 02/25/2020
JOB NO. 17191	DWG BY: AJR
	CK'D BY: JSH
	SHEET 1 OF 2



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 56 of 102





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 By: Broward County Deputy Clerk  
 55b74a2a-c38e-404d-b213-050715d093a5 Page 57 of 102



947 Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-9988  
Fax: (561) 241-5182

**SKETCH AND LEGAL DESCRIPTION  
COMMON AREA 2 - RIVER GARDENS**

**LEGAL DESCRIPTION**

A PORTION OF LOTS 1, 2, AND 3, BLOCK 1 "RIVER GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING (1) AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 97.69 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT 'A'; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 10.49 FEET; THENCE SOUTH 02°14'51" EAST, A DISTANCE OF 52.84 FEET; THENCE, NORTH 87°45'09" EAST, A DISTANCE OF 5.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00, A CENTRAL ANGLE OF 06°52'37", A DISTANCE OF 3.00 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 80°52'33" EAST, A DISTANCE OF 28.90 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00, A CENTRAL ANGLE OF 06°52'37", A DISTANCE OF 6.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 76.91 FEET; THENCE NORTH 02°14'51" WEST, A DISTANCE OF 0.68 FEET TO A POINT OF THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS BEARS NORTH 02°14'51" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4.33, A CENTRAL ANGLE OF 42°17'44", A DISTANCE OF 3.13 FEET; THENCE NORTH 02°14'51" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 47.04 FEET; THENCE NORTH 87°45'09" EAST, A DISTANCE OF 16.87 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 97.69 FEET; THENCE SOUTH 87°45'09" WEST, ALONG THE SOUTH LINE OF SAID LOTS 1, 2, AND 3, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING.

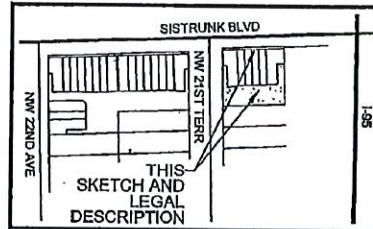
ALSO:

COMMENCING AT THE AFORESAID REFERENCED POINT 'A'; THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 37.33 TO THE POINT OF BEGINNING 2; THENCE CONTINUE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 5.00 FEET; THENCE NORTH 87°45'09" EAST, ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 150.02 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°45'09" WEST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAIN 9,322 SQUARE FEET, MORE OR LESS.

**NOTES**

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SKETCH AND LEGAL DESCRIPTIONER AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED OR REFERENCED IN THE PREPARATION OF THIS SKETCH AND LEGAL DESCRIPTION.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SKETCH AND LEGAL DESCRIPTION, EXCEPT AS SHOWN.
5. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF NW 21ST TERRACE HAVING AN ASSUMED BEARING OF SOUTH 01°13'36" EAST.



**LOCATION MAP**  
NOT TO SCALE

**ABBREVIATIONS**

- B.C.R. = BROWARD COUNTY RECORDS
- Δ = DELTA (CENTRAL ANGLE)
- D.E. = DRAINAGE EASEMENT
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- R = RADIUS
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**SURVEYOR'S CERTIFICATION**

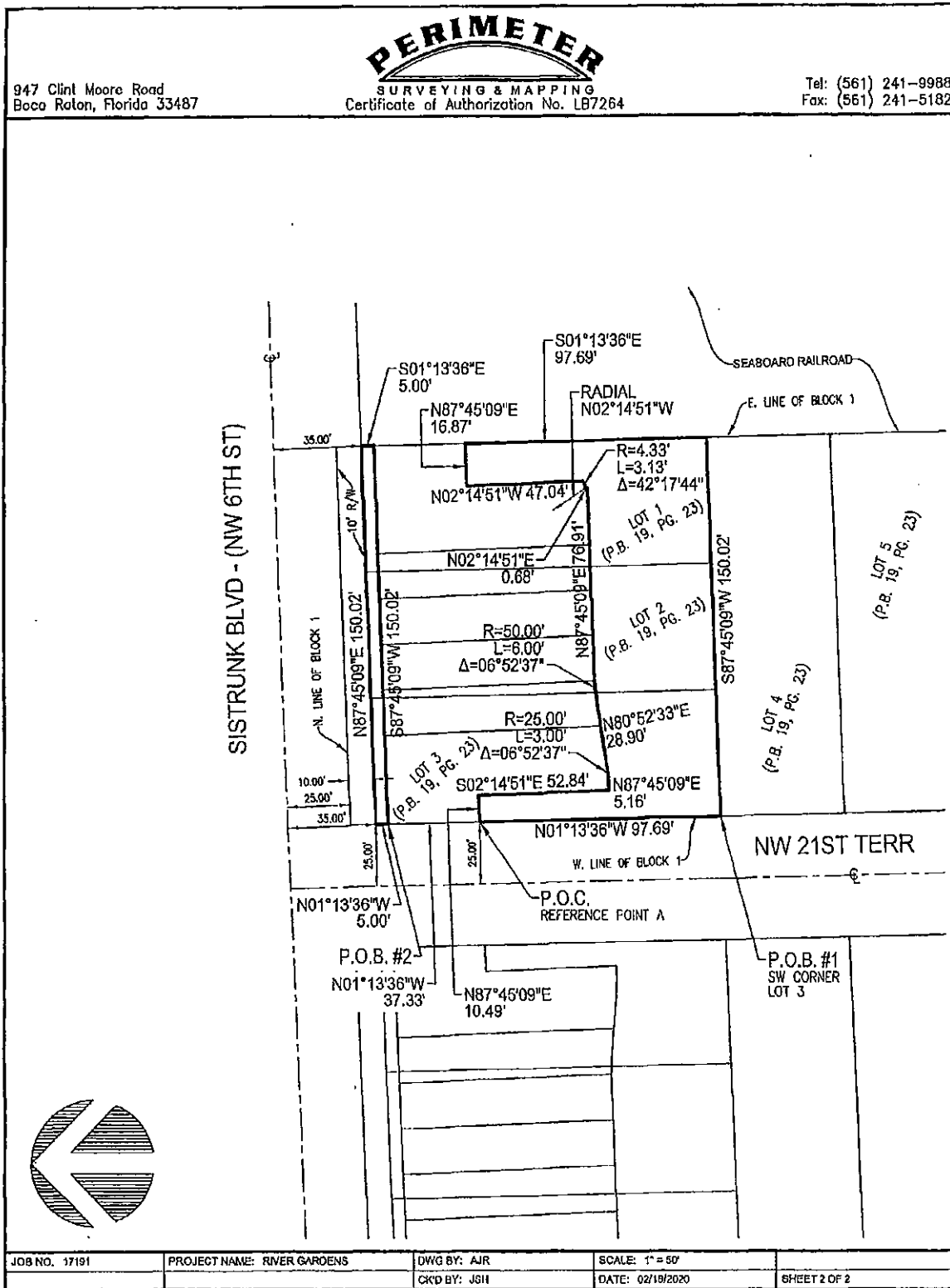
I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

*Jeff S. Hodapp*  
JEFF S. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111

PROJECT NAME: RIVER GARDENS	DATE: 02/25/2020
JOB NO. 17191	DWG BY: AJR
	CKD BY: JSH
	SHEET 1 OF 2



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 58 of 102



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
 Dated this 13 day of August, 2021 County Administrator.  
 By: Broward County Deputy Clerk  
 55b74a2a-c38e-404d-b213-050715d093a5 Page 59 of 102

**EXHIBIT 2  
ARTICLES OF INCORPORATION**



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 60 of 102

**ARTICLES OF INCORPORATION  
RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT-FOR-PROFIT**

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates, by these Articles of Incorporation of **RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.**, (hereinafter the "Articles"), this corporation not-for-profit for the purposes and with the powers set forth herein. The undersigned, for the above stated purposes, certifies as follows:

**ARTICLE I.**  
**DEFINITIONS**

1. All terms which are defined in the Declaration of Covenants and Restrictions for **RIVER GARDEN TOWNHOMES** (hereinafter the "Declaration") shall be used herein with the same meanings as defined in said Declaration.

2. "Association" as used herein shall mean **RIVER GARDEN TOWNHOME HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.

3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

4. "Declarant" shall mean and refer to **STKR Sistrunk, LLC**, a Florida limited liability company, and its successors or assigns, if any such successor or assign acquires the undeveloped portion of **RIVER GARDEN TOWNHOMES** from the Declarant for the purpose of development and is designated in writing, as such, by Declarant.

5. "**RIVER GARDEN TOWNHOMES**" or "Property" or "Properties" shall mean and refer to all properties which may, from time to time, be subject to the covenants and restrictions contained within the Declaration.

6. "Lot" or "Total Lots" shall mean and refer to those lots or other parcels owned by Declarant, upon which a residential structure could be constructed, whether or not one has been constructed. The term "Lot" shall also mean and refer to any Lot designated as such by the Declarant within the Declaration and any supplement or amendment to the Declaration executed and recorded in the Public Records of Broward County, Florida.

7. "Member" shall mean and refer to those persons entitled to Membership as provided for in these Articles and the Declaration and "Membership" shall mean all of the Members.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.



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By: Broward County Deputy Clerk  
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**ARTICLE II.  
NAME AND INITIAL PRINCIPAL OFFICE**

The name of this Association shall be **RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.**

The initial principal office of the Association is located at 201 SE 12th Street, Suite 100, Fort Lauderdale, FL 33316 or at such other location from time to time as the Board of Directors may deem advisable.

**ARTICLE III.  
PURPOSE**

The Association does not contemplate pecuniary gain or profit from the Members thereof, and the general nature, objects and purposes of the Association for which it is formed are as follows:

1. To promote the welfare of the owners of Property within **RIVER GARDEN TOWNHOMES.**

2. To maintain and/or repair landscaping in the general or common areas, structures, and other improvements in **RIVER GARDEN TOWNHOMES** for which the obligation to maintain and repair has been delegated to the Association ("Common Areas").

3. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, screened enclosures, glass enclosures, antenna, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in **RIVER GARDEN TOWNHOMES**, as well as any alteration, improvement, addition and/or change thereto, whether the same is owned by a Member or is considered to be a portion of the Common Areas.

4. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the welfare of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

5. To operate without profit for the sole and exclusive benefit of the Association's Members. No portion of the Association's net earnings, if any, shall inure to the benefit of any Member of the Association or to any individual person, firm, or corporation.

6. To administer and enforce all of the terms and conditions of the Declaration recorded or to be recorded in the Public Records of Broward County affecting the real property therein described or which thereafter may be made subject to the Declaration.

7. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors of the Association, in the Declaration.

**ARTICLE IV.  
POWERS**

The Association shall have all powers set forth Sections 617 and 720, Florida Statutes, as well as the following powers and duties reasonably necessary to implement the purposes of the Association, including, but not limited to:



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1. To hold funds solely and exclusively for the benefit of its Members for the purposes set forth in these Articles of Incorporation.
2. To promulgate, adopt and enforce rules, regulations, By-Laws, and agreements to effectuate the purposes for which the Association has been organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles and not prohibited by the laws of the State of Florida now in existence or hereafter amended.
5. To operate and maintain the Common Areas which may include but is not limited to, surface water management system facilities, including inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.
6. To contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company.
7. To fix, collect and enforce assessments to be levied against the individual lots within **RIVER GARDEN TOWNHOMES** to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves from time to time for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with management companies and other organizations for the collection of such assessments.
8. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
9. To charge recipients for services rendered by the Association and any user for any use of Association property when such is deemed appropriate by the Board of Directors of the Association.
10. To pay taxes, utility, maintenance, and other charges, if any; on or against the Common Areas and other properties which may be owned or accepted by the Association.
11. To borrow money.
12. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members.
13. To make, establish and enforce By-Laws and reasonable rules and regulations governing the use of the Common Areas or any portions thereof, as well as the conduct of Members, their families, visitors, guests, and lessees, and to provide for the operation and formal administration of the Association.
14. To enter into agreements with governmental entities.
15. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association and to enforce all the terms and conditions as set forth in the Declaration, applicable to the Property and recorded or to be recorded in the Public Records of Broward County, Florida, and as the same



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may be amended from time to time as therein provided, said Declaration, and all defined terms therein, being incorporated herein as if set forth at length.

16. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, as set forth in Chapters 617 and 720, Florida Statutes, which are not in conflict with the terms of these Articles and the Declaration, necessary to implement the purposes of the Association.

**ARTICLE V.  
MEMBERS**

1. The Declarant and all owners of Lots shall be Members of the Association.
2. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot.

**ARTICLE VI.  
VOTING AND ASSESSMENTS**

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for membership ("Voting Interest"). When one or more persons hold a Voting Interest in any Lot, all such persons shall be Members, and the Voting Interest for such Lot shall be exercised only by one Member, who shall be designated in a written instrument, executed by or on behalf of all record owners of such interest, filed with the Secretary of the Association. In no event shall more than one (1) vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the By-Laws, the Declaration or by law, the affirmative vote of a majority of the Voting Interests represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.
2. Voting of the Members shall be in person or by proxy appointed by an instrument in writing subscribed by the Member designated to vote as provided in paragraph 1 above, or by written absentee ballot signed by a Member as duly designated to vote.
3. The Association shall have the right to suspend any Member's right to vote (other than the right of the Declarant) for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than ten (10) days after the due date for the payment thereof.
4. The Association shall obtain funds with which to operate by assessment of its Members in accordance with the provisions of these Articles, the By-Laws and the Declaration.
5. The By-Laws of the Association shall provide for annual meetings of Members, and may make provision for regular and special meetings of Members in addition to the annual meetings. The presence at any meeting of the Members of at least thirty percent (30%) of Members entitled to vote, in person or by proxy or by written absentee ballot, shall constitute a quorum for the transaction of business.

**ARTICLE VII.  
BOARD OF DIRECTORS**

1. The business affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. The members of the Initial Board of Directors shall be appointed by the Declarant. At such time as fifteen percent (15%) of the Total Lots are conveyed to Members other than the Declarant (the "Purchaser Members"), the Purchaser Members are entitled to elect two (2) members of the Board. The Declarant is entitled to elect at least one (1) Director to serve on the Board of



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Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Total Lots.

2. Following the time the Declarant relinquishes control of the Board of Directors of the Association, the Declarant may exercise the right to vote any Declarant-owned Lots, in the same manner as any other Member, except for the purpose of reacquiring control of the Board of Directors of the Association or for the purpose of selecting the majority of the members of the Board of Directors of the Association.

3. Elections shall be by plurality vote at a meeting at which a quorum of the Membership of the Association is voting in person or by proxy.

4. Until such time as the Purchaser Members shall be entitled to elect all of the Directors, the Declarant shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Declarant and to replace the Director so discharged.

5. The Purchaser Members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

6. Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

7. The names and addresses of the members of the Initial Board who shall hold office until their successors are elected or appointed and have qualified, are as follows:

NAME	ADDRESS
Jeffrey Kronengold	201 SE 12th Street, Suite 100 Ft. Lauderdale, FL 33316
Robert B. Stiegele, Jr.	201 SE 12th Street, Suite 100 Ft. Lauderdale, FL 33316
Frank DiMarco	201 SE 12th Street, Suite 100 Ft. Lauderdale, FL 33316

8. If any of these original Directors shall resign, the remaining Directors shall elect a successor to fill the vacancy. If a Director elected by the Members shall for any reason cease to be a Director, the remaining Directors may elect a successor to fill the vacancy for the balance of the unexpired term.

9. A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors, including annual meetings.

**ARTICLE VIII.  
OFFICERS**

The Association shall have a President, a Vice-President, a Secretary and a Treasurer, and such other officers and assistant officers and agents as the Board of Directors may from time to time deem desirable consistent with the By-Laws of the Association, which officers shall be subject to the direction of the Board of Directors. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors at the annual meeting of the Board of Directors, for terms of one (1) year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and all other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to



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act, the Vice-President shall automatically succeed to office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices, provided, however, that the offices of President and Vice-President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person. The names of the officers who are to serve as officers of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President	Jeffrey Kronengold
Vice-President	Robert B. Stiegele, Jr.
Secretary	Frank DiMarco
Treasurer	Frank DiMarco

**ARTICLE IX.  
CORPORATE EXISTENCE**

The Corporation shall have perpetual existence.

**ARTICLE X.  
BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the Members in the manner set forth in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

**ARTICLE XI.  
AMENDMENT TO ARTICLES OF INCORPORATION**

1. Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of a majority of the Voting Interests; provided, however, that: (i) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association, (ii) these Articles shall not be amended in any manner without the prior written consent of the Declarant to such amendment, so long as the Declarant is the Owner of any Lot and (iii) these Articles shall not be amended in any manner which shall reduce, amend, affect, modify, or conflict with the terms, covenants, provisions, rights and obligations set forth in the Declaration.

2. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either at an annual meeting or at a special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members.

3. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes and the same shall be recorded in the Public Records of Broward County, Florida.

**ARTICLE XII.  
INCORPORATORS**

The name(s) and street address(es) of the incorporator(s) are as follows:



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NAME	ADDRESS
Jeffrey Kronengold	201 SE 12th Street, Suite 100 Ft. Lauderdale, FL 33316

**ARTICLE XIII**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. The Board of Directors of the Association shall have the power to indemnify current or former directors, officers, employees or agents of the Association and any persons serving, or who have served, at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise to the full extent permitted by the laws of the State of Florida. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

2. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceedings:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

3. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.



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4. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

**ARTICLE XIV.**  
**TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

1. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purposes. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLE XV.**  
**DISSOLUTION OF THE ASSOCIATION**

1. The Association may be dissolved upon a resolution to that effect being approved by not less than two thirds (2/3) of the members of the Board of Directors and being approved by not less than three quarters (3/4) of the Voting Interests of the Association.

2. Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Real property contributed to the Association by the Declarant without the receipt by the Declarant of other than nominal consideration shall be returned to the Declarant or its successors or assigns, unless it refuses to accept the conveyance (in whole or in part).

B. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept and shall be used for purposes similar to those for which the Association was formed. If same is not accepted, then to a similar non-profit corporation.

C. Remaining assets, if any, shall be distributed among the Members, subject to the limitations set forth above or in these Articles, as tenants in common, each Member's share of the assets to be determined in accordance with such Member's voting rights.

**ARTICLE XVI.**  
**REGISTERED AGENT**

Jeffrey L. Kronengold, whose address is 201 S.E. 12<sup>th</sup> Street, Suite 100, Ft. Lauderdale, FL 33316, is hereby named Registered Agent for the Association to be its agent and to accept service of process within the State of Florida.

IN WITNESS WHEREOF, the undersigned incorporator has caused these Articles to be executed this 13<sup>th</sup> day of August, ~~2020~~ 2021



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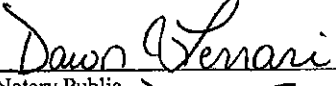
  
JEFFREY KRONENGOLD

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Articles of Incorporation were acknowledged before me this 13<sup>th</sup> day of August, 2021, by Jeffrey Kronengold, who  is personally known to me or  produced a driver's license as identification.


My Commission Expires:



  
Notary Public  
Print Name: Dawn Ferrari

**ACCEPTANCE OF REGISTERED AGENT**

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation.

  
JEFFREY KRONENGOLD



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**EXHIBIT 3  
BY-LAWS**



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CORPORATE BYLAWS OF

RIVER GARDEN TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I  
MEETINGS OF MEMBERS

1.1 **Annual Meeting.** The annual member meeting of this Association will be held on the <sup>15<sup>th</sup></sup> day of ~~December~~ of each year or at such other time and place as designated by the Board of Directors of the Association, provided that if said day falls on a Sunday or legal holiday, then the meeting will be held on the first business day thereafter. Business transacted at said meeting will include the election of directors of the Association.

1.2 **Special Meeting.** Special meetings of the Members will be held when directed by the President, Board of Directors, or the holders of not less than 10% of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting; provided that said persons sign, date and deliver to the Association one or more written demands for the meeting describing the purpose(s) for which it is to be held. A meeting requested by Members of the Association will be called for a date not less than five nor more than thirty days after the request is made, unless the Members requesting the meeting designate a later date. The call for the meeting will be issued by the Secretary, unless the President, Board of Directors or Members requesting the meeting designate another person to do so.

1.3 **Place.** Meetings of Members will be held at the principal place of business of the Association or at such other place as is designated by the Board of Directors.

1.4 **Record Date and List of Members.** The Board of Directors of the Association shall fix the record date; however, in no event may a record date fixed by the Board of Directors be a date prior to the date on which the resolution fixing the record date is adopted. After fixing a record date for a meeting, the Secretary shall prepare an alphabetical list of the names of all the Association's Members who are entitled to notice of a Members' meeting, with the address of each Member entitled to notice. Said list shall be available for inspection in accordance with Florida law.

1.5 **Notice.** Written notice stating the place, day and hour of the meeting, and the purpose(s) for which said special meeting is called, will be delivered not less than five nor more than thirty days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting to each member entitled to vote at such meeting. If mailed, such notice will be deemed to be effective when deposited in the United States mail and addressed to the member at the member's address as it appears on the transfer book of the Association, with postage thereon prepaid.

The Association shall notify each member entitled to a vote at the meeting of the date, time and place of each annual and special Members' meeting no fewer than five or more than thirty days before the meeting date. Notice of a special meeting shall describe the purpose(s) for which the meeting is called. A Member may waive any notice required hereunder either before or after the date and time stated in the notice; however, the waiver must be in writing, signed by the member entitled to the notice and delivered to the Association for inclusion in the minutes or filing in the corporate records.

1.6 **Action By Written Consent In Lieu of Meetings.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a consent, in writing, setting forth the action so taken, is signed by Members holding not less than the minimum number of votes that would be necessary to authorize or take such an action at a meeting at which all Members entitled to vote pursuant to the Articles of Incorporation ("Voting Interests") were present and voted.

1.7 **Notice of Adjourned Meeting.** When a meeting is adjourned to another time or place, it will not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At such an adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, a new record date for the adjourned meeting is made or is required, then a notice of the adjourned meeting will be given on the new record date as provided in this Article to each member of record entitled to notice of such meeting.



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1.8 **Member Quorum and Voting.** Seventy-five percent (75%) of Members entitled to vote, represented in person or by proxy, will constitute a quorum at a meeting of Members. If a quorum, as herein defined, is present, the affirmative vote of a majority of the votes represented at the meeting and entitled to vote on the subject matter thereof will be the act of the Members unless otherwise provided by law.

1.9 **Voting.** Each Member (as set forth in the Articles of Incorporation) will be entitled to one vote on each matter submitted to a vote at a meeting of Members.

1.10 **Proxies.** A member may vote either in person or by proxy provided that any and all proxies are executed in writing by the member or his duly authorized attorney-in-fact. No proxy will be valid after the duration of 11 months from the date thereof unless otherwise provided in the proxy.

1.11 **Action by Members Without a Meeting.** Any action required or permitted by law, these bylaws, or the Articles of Incorporation of this Association to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice and without a vote, provided that the action is taken by the holders of outstanding stock of each voting group entitled to vote thereon having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a meeting at which all Voting Interests were present and voted, as provided by law. The foregoing action(s) shall be evidenced by written consents describing the action taken, dated and signed by approving Members having the requisite number of votes of each voting group entitled to vote thereon and delivered to the Association in accordance with Florida law. Within ten days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing or who are not entitled to vote. Said notice shall fairly summarize the material features of the authorized action and, if the action requires the providing of dissenters' rights, said notice shall comply with the disclosure requirements pertaining to dissenters' rights under Florida law.

**ARTICLE 2  
DIRECTORS**

2.1 **Function.** All corporate powers, business and affairs will be exercised, managed and directed under the authority of the Board of Directors.

2.2 **Qualification.** Directors must be natural persons of 18 years of age or older but need not be residents of this state and need not be Members of this Association.

2.3 **Compensation.** The Board of Directors will have authority to fix the compensation for directors of this Association.

2.4 **Presumption of Assent.** A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken will be presumed to have assented to the action taken unless such director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

2.5 **Number.** This Association shall have the same number of directors as set forth in the Articles of Incorporation or in any duly adopted amendment thereto.

2.6 **Election and Term.** Each person named in the Articles of Incorporation as a member of the initial Board of Directors will hold office until said directors will have been qualified and elected at the first meeting of Members, or until said directors earlier resignation, removal from office or death.

At the first meeting of Members and at each annual meeting thereafter, the Members will elect directors to hold office until the next annual meeting. Each director will hold office for a term for which said director is elected until said director's successor will have been qualified and elected, said director's prior resignation, said director's removal from office or said director's death.

2.7 **Vacancies.** Any vacancy occurring in the Board of Directors will be filled by the affirmative vote of a majority of the Members or of the remaining directors even though less than a quorum of the Board of Directors. A director elected to fill a vacancy will hold office only until the next election of directors by the Members.



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By: Broward County Deputy Clerk  
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**2.8 Removal and Resignation of Directors.** At a meeting of Members called expressly for that purpose, any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the Voting Interests at an election of directors. A director may resign at any time by delivering written notice to the Board of Directors or its chairman or to the Association by and through one of its officers. Such a resignation is effective when the notice is delivered unless a later effective date is specified in said notice.

**2.9 Quorum and Voting.** Thirty percent (30%) of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board of Directors.

**2.10 Executive and Other Committees.** A resolution, adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and/or other committee(s) which will have and may exercise all the authority of the Board of Directors to the extent provided in such resolution, except as is provided by law. Each committee must have two or more members who serve at the pleasure of the Board of Directors. The board may, by resolution adopted by a majority of the full Board of Directors, designate one or more directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

**2.11 Place of Meeting.** Special or regular meetings of the Board of Directors will be held within or without the State of Florida.

**2.12 Notice, Time and Call of Meetings.** Meetings of the Board of Directors will be held in accordance with the requirements of '720.303, Florida Statutes. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency.

An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Except as set forth above, neither the business to be transacted nor the purpose of regular or special meetings of the Board of Directors need be specified in the notice of such meeting.

### ARTICLE 3 OFFICERS

**3.1 Officers.** The officers of this Association will consist of a president, a vice president, a secretary and a treasurer, each of whom will be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

**3.2 Duties.** The officers of this Association will have the following duties:

The President will be the chief executive officer of the Association, who generally and actively manages the business and affairs of the Association subject to the directions of the Board of Directors. Said officer will preside at all meetings of the Members and Board of Directors.

The Vice President will, in the event of the absence or inability of the President to exercise his office, become acting president of the Association, with all the rights, privileges and powers as if said person had been duly elected president.

The Secretary will have custody of, and maintain all of Association records, except the financial records. Furthermore, said person will record the minutes of all meeting of the Members and Board of Directors, send all notices of meetings and perform such other duties as may be prescribed by the Board of Directors or the President. Furthermore, said officer shall be responsible for authenticating records of the Association.



The Treasurer shall retain custody of all Association funds and financial records, maintain full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of Members and whenever else required by the Board of Directors or the President, and perform such other duties as may be prescribed by the Board of Directors or the President.

**3.3 Removal and Resignation of Officers.** An officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in the Board's judgment the best interests of the Association will be served thereby.

Any officer may resign at any time by delivering notice to the Association. Said resignation is effective upon delivery unless the notice specifies a later effective date.

Any vacancy in any office may be filled by the Board of Directors.

#### ARTICLE 4 BOOKS AND RECORDS

**4.1 Books and Records.** The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- 4.1.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.
- 4.1.2 A copy of the bylaws of the Association and of each amendment to the bylaws.
- 4.1.3 A copy of the articles of incorporation of the Association and of each amendment thereto.
- 4.1.4 A copy of the Declaration of Covenants and a copy of each amendment thereto.
- 4.1.5 A copy of the current rules of the Association.
- 4.1.6 The minutes of all meetings of the board of directors and of the Members, which minutes must be retained for at least 7 years.
- 4.1.7 A current roster of all Members and their mailing addresses and parcel identifications.
- 4.1.8 All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- 4.1.9 A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- 4.1.10 The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
  - 4.1.10.1 Accurate, itemized, and detailed records of all receipts and expenditures.
  - 4.1.10.2 A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.



4.1.10.3 All tax returns, financial statements, and financial reports of the Association.

4.1.10.4 Any other records that identify, measure, record, or communicate financial information.

4.2 **Member's Inspection Rights.** The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This section may be complied with by having a copy of the official records available for inspection or copying in the community.

4.2.1 The failure of an Association to provide access to the records within 10 business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this section.

4.2.2 A Member who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this section. The minimum damages are to be \$50.00 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request.

4.2.3 The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

4.3 **Financial Information.** Unless otherwise agreed to by the Members within 120 days of the close of each fiscal year, the Association shall prepare and keep such records as are required pursuant to the terms of '720.303 (4) and (7), Florida Statutes. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within the time limits set forth in '720.303 (5), Florida Statutes.

4.4 **Other Reports to Members.** The Association shall report any indemnification or advanced expenses to any director, officer, employee or agent (for indemnification relating to litigation or threatened litigation) in writing to the Members with or before the notice of the next Members' meeting, or prior to such meeting if the indemnification or advance occurs after the giving of such notice but prior to the time such meeting is held, which report shall include a statement specifying the persons paid, the amounts paid, and the nature and status, at the time of such payment, of the litigation or threatened litigation.

**ARTICLE 5  
CORPORATE SEAL**

The Board of Directors will provide a corporate seal which will be in circular form, embossing in nature, and stating "Corporate Seal", "Florida", the year of incorporation, and the name of said Association.

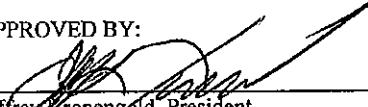
**ARTICLE 6  
AMENDMENT**


These bylaws may be altered, amended or repealed, or new bylaws may be adopted, by a majority vote of the full Board of Directors and a two-thirds (2/3rds) vote of the Members' Voting Interests.



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Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
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APPROVED BY:

  
\_\_\_\_\_  
Jeffrey Kronengold, President

  
\_\_\_\_\_  
Frank DiMarco, Secretary



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**EXHIBIT 4**  
**DECLARATION OF HOMEBUYER RESTRICTIVE COVENANTS**



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Dated this 13 day of August, 2021 County Administrator.  
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PREPARED BY AND RETURN TO:  
Lynn Solomon, Esq.  
Assistant General Counsel  
Fort Lauderdale CRA  
914 Sistrunk Blvd., Suite 200  
Fort Lauderdale, FL 33311

DECLARATION OF HOMEBUYER RESTRICTIVE COVENANTS

THIS DECLARATION OF HOMEBUYER RESTRICTIVE COVENANTS (the "Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Homebuyer").

WHEREAS, the Fort Lauderdale Community Redevelopment Agency (the "Agency") is a special district created pursuant to Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Fort Lauderdale City Commission adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City") known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995 and was amended in 2001 by Resolution 01-86, in 2002 by Resolution 02-183, in 2013 by Resolution 13-137, in 2016 by Resolution 16-52 and in 2018 by Resolution No. 18-226 (the "Redevelopment Plan"); and

WHEREAS, on May 14, 2019, the Fort Lauderdale Community Redevelopment Agency, issued a Notice of Intent to Dispose of Fort Lauderdale Community Redevelopment Agency Property within the Redevelopment Area and specifically located at 2162 Sistrunk Boulevard ( NW 6<sup>th</sup> Street) and 2130-2140 Sistrunk Boulevard (NW 6<sup>th</sup> Street), Fort Lauderdale, Florida, (the "Agency Parcels"); and

WHEREAS, STKR Sistrunk, LLC ("Developer") and the Agency entered into an agreement pursuant to which Developer purchased the Agency Parcels, and the Agency provided Developer with a forgivable loan in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) under the Agency's Development Incentive Program (the "Agency Loan"), for use by Developer in developing and constructing a twenty-five unit townhome project (each a "Townhome" or collectively "Townhomes"), River Garden Townhomes (the "Project"), on an assemblage of the Agency Parcels and additional property owned by Developer adjacent to the Agency Parcels; and

WHEREAS, in partial consideration for the Agency Loan, the Agency and Developer agreed that the Townhomes would be sold at a maximum purchase price in the amount of



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\$ \_\_\_\_\_ (“Approved Purchase Price”) intended to be significantly below market value; and

WHEREAS, in furtherance of the Agency’s interest in eliminating slum and blight and creating opportunities for affordable home ownership within the Redevelopment Area, those persons who benefit from the purchase of a Townhome at the Approved Purchase Price shall agree to certain covenants and restrictions concerning their ownership and use of the Townhomes; and

WHEREAS, pursuant to Resolution 19-\_\_\_\_\_ adopted by the Board of Commissioners of the Agency on August \_\_, 2019, the Board of Commissioners authorized the Agency to sell the Agency Parcels and to extend the Agency Loan, along with certain restrictions including, but not limited to, certain covenants and restrictions to be imposed upon purchasers of the Townhomes; and

WHEREAS, Homebuyer is the purchaser of that certain Townhome at the Project with an address of \_\_\_\_\_, Fort Lauderdale, Florida \_\_\_\_\_, as more particularly described on Exhibit “A” attached hereto (the “Residence”), and the making of this Declaration is in partial consideration of the purchase of the Residence.

NOW, THEREFORE, in consideration of the Agency and Developer making the Residence available for purchase at the Approved Purchase Price, Homebuyer covenants, agrees and declares as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

- (1) Minimum Holding Period. Homebuyer shall not lease or sell or transfer title to the Residence, nor list the Residence for sale or transfer for a minimum of two (2) years (“Minimum Holding Period”) from recordation of this Declaration, and shall hold fee simple title to the Residence for the duration of the Minimum Holding Period (for purposes of this Declaration “sale” shall mean the execution of a Purchase and Sale Agreement between Homebuyer and a purchaser and lease shall mean a grant of possession to a third party for payment); if the Homebuyer breaches this Declaration by leasing the Residence, then the Agency shall recover the gross amount of all rental income paid or payable to Homebuyer pursuant to any such lease; or if the Homebuyer breaches this Declaration by selling the Residence prior to the expiration of the Minimum Holding Period, then the Agency shall recover from Homebuyer damages in an amount equal to one hundred percent (100%) of the Homebuyer’s gain on the sale of the Residence, which is defined as the difference between the gross price of the Residence as purchased from Developer and the gross sales price of the Residence when sold or transferred by the Homebuyer in violation of this Declaration, exclusive of any reasonable and customary real estate commissions, customary closing costs, or other reasonable expenses incidental to such sale. This payment obligation shall be secured by a mortgage on the Residence.



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2. Primary Residence. Homebuyer shall occupy the Residence as its primary residence, and shall be prohibited from leasing the Residence, or any portion thereof, to third parties. This prohibition against leasing the Residence is independent of and has no effect on the validity or enforcement of any similar obligations imposed by the Developer;

3. Hardship Situations. Agency recognize that certain situations giving rise to the sale or transfer of the Residence during the Minimum Holding Period would not be inconsistent with the purpose of this Declaration. Accordingly, the Agency may, in its sole and absolute discretion, decide on a case by case basis, to consent to the sale and transfer of the Residence during the Minimum Holding Period. Furthermore, the Agency shall not unreasonably withhold consent to a sale or transfer of the Residence in the following instances (each a "Hardship Situation"):

- a. A documented job transfer of the Homebuyer to a location which would make commuting from the Residence an undue hardship; or
- b. Death of the Homebuyer; or
- c. Transfer by devise or inheritance to a spouse or child; or
- d. Transfer by operation of law to a surviving joint tenant; or
- e. Transfer to a spouse pursuant to the terms of a final judgment of dissolution of marriage or court-approved property settlement agreement; or

If the Agency permits any sale or transfer pursuant to a Hardship Situation, the Agency may condition such sale or transfer upon the transferee's acceptance of title subject to this Declaration for the period of time remaining in the Minimum Holding Period.

4. Covenant Running with the Land. This Declaration shall constitute a covenant running with the land, and shall remain in full force and effect and be binding upon the Homebuyer and its successors and assigns until such time as the same is modified, released or expired. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Residence, Townhomes within the Project, persons residing within the Redevelopment Area, and for the public welfare.

5. Automatic Termination of Declaration. The covenants and restrictions set forth in this Declaration shall automatically terminate and be of no further force or effect on the date which is two (2) years from the date of recordation of this Declaration, unless a lawsuit is pending in a court of competent jurisdiction.

6. Enforcement and Remedies for Breach. Enforcement of the Declaration shall be by action against any party or person violating, or attempting to violate, any provision of this Declaration by foreclosure on the Mortgage securing the obligations under this Declaration or





other legal or equitable remedy. The Agency shall be deemed a beneficiary of this Declaration with the power to enforce the terms and conditions hereof. If Homebuyer breaches, violates or fails to perform or satisfy any of the covenants or restrictions set forth in this Declaration, the Agency shall have the following remedies:

- a. Agency may bring an action against the Homebuyer for specific performance, to enforce the covenants and restrictions of this Declaration; or
- b. Seek the recovery of damages against the Homebuyer for the breach of the covenants and restrictions of this Declaration. If the Agency elects to seek damages for Homebuyer's breach of this Declaration, the Agency shall be entitled to recover the following:
  - (2) if the Homebuyer breaches this Declaration by leasing the Residence, then the Agency shall recover as damages the gross amount of all rental income paid or payable to Homebuyer pursuant to any such lease; or
  - (3) if the Homebuyer breaches this Declaration by selling the Residence prior to the expiration of the Minimum Holding Period, then the Agency shall recover from Homebuyer damages in an amount equal to one hundred percent (100%) of the Homebuyer's gain on the sale of the Residence, which is defined as the difference between the gross price of the Residence as purchased from Developer and the gross sales price of the Residence when sold or transferred by the Homebuyer in violation of this Declaration, exclusive of any reasonable and customary real estate commissions, customary closing costs, or other reasonable expenses incidental to such sale;
  - (4) file a foreclosure action under the Mortgage.
- c. In the event that the Agency is required to enforce this Declaration as a result of a Homebuyer breach, then in addition to any Agency remedy at law or in equity, the prevailing party shall also be entitled to recover its reasonable costs and attorney's fees for having to take any action to enforce this Declaration, including paralegal fees, whether incurred before initiating a legal action, and whether incurred at the trial level or at the appellate level.

7. No Unreasonable Restraint. Homebuyer acknowledges and agrees that the provisions and restrictions set forth in this Declaration do not constitute an unreasonable restraint upon alienation of the Residence.

8. Severability. The provisions of this Declaration shall be independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this Declaration.



9. Mortgagee Protection Provisions. Notwithstanding anything to the contrary in this Declaration, Homebuyer may encumber the Residence as security for an acquisition loan made by an institutional lender.

- a. Subordination. Agency hereby acknowledges and agrees that a violation of this Declaration by Homebuyer shall not defeat or render invalid the lien of any first or second mortgage or deed of trust in favor of an institutional lender and made in good faith and for value by Homebuyer, and that the covenants and provisions of this Declaration shall be inferior and subordinate to the lien of any such first or second mortgage or deed of trust made by an institutional lender, whether recorded concurrently with or subsequent to the Deed conveying the Residence to Homebuyer.
- b. Termination on Foreclosure. This Declaration is subject and subordinate to any first or second priority deed of trust or mortgage on the Residence made by or held by an institutional lender. This Declaration shall automatically terminate if title to the Residence is transferred by foreclosure or deed-in-lieu of foreclosure under a power of sale contained in such a first or second priority mortgage or deed of trust recorded against the Residence in the Public Records of Broward County, Florida.
- c. HUD or VA Insured or Guaranteed Mortgages. If Homebuyer has acquired the Residence by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, or guaranteed by the United States Department of Veteran's Affairs, then this Declaration shall automatically terminate if title to the Residence is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured or guaranteed mortgage is assigned to the Secretary of the VA.
- d. Insurance Proceeds and Condemnation Award. In the event the Residence is damaged or destroyed, or in the event of condemnation, Agency shall have no claim or right to any proceeds relating to the Residence and such proceeds shall be held and distributed in accordance with the terms of any lien on the Residence, in their order of priority.

10. Modification, Amendment and/or Release. This Declaration may be modified, amended, or derogated as to the Residence, only by a written instrument executed by the Agency, with a joinder and consent from any and all mortgagees.

11. Recording. This Declaration shall be filed of record in the public records of Broward County, Florida, and Homebuyer shall bear the expense of recording same.

12. Authority. Homebuyer represents that it has the authority to enter into this Declaration and it is binding on the Homebuyer. The individual signing this Declaration has the power and authority to execute this Declaration on behalf of Homebuyer.

Signed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
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WITNESSES:

HOMEBUYER

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by \_\_\_\_\_ by means of  physical presence or  
 online notarization. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification, and did not take oath.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission expires: \_\_\_\_\_



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**EXHIBIT 5  
PERMIT**



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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**



**WATER USE  
NOTICED GENERAL PERMIT**

**APPLICATION NUMBER:** 210518-4                      **PERMIT NO.:** 06-08148-W

**DATE ISSUED:**                      May 26, 2021                      **EXPIRATION DATE:**                      May 26, 2041

**PERMITTEE:**                      STKR SISTRUNK, LLC  
201 SE 12 STREET SUITE 100  
FORT LAUDERDALE, FL 33316

**PROJECT NAME:**                      TOWNHOMES AT RIVER GARDENS EAST AND WEST PARCELS

**PROJECT LOCATION:**                      BROWARD COUNTY,                      S5/T50S/R42E


This is to notify you of the South Florida Water Management District's (District) agency action concerning your Notice of Intent to use water. This action is taken pursuant to Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided and certified to, District rules have been adhered to and a Water Use Noticed General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes (F.S.), administrative hearing; and
2. The attached Permit Conditions.

Should you object to the Permit Conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you prior to the time frame specified in the "Notice of Rights," we will assume you concur with the District's recommendations.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 26th day of May, 2021, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website ([my.sfwmd.gov/ePermitting](http://my.sfwmd.gov/ePermitting)).

BY:  \_\_\_\_\_  
 Nicholas M. Vitani, P.G., Section Leader  
 Water Use Bureau  
 South Florida Water Management District

3301 Gun Club Road, West Palm Beach, Florida 33406 \* (561) 686-8800 \* [www.sfwmd.gov](http://www.sfwmd.gov)

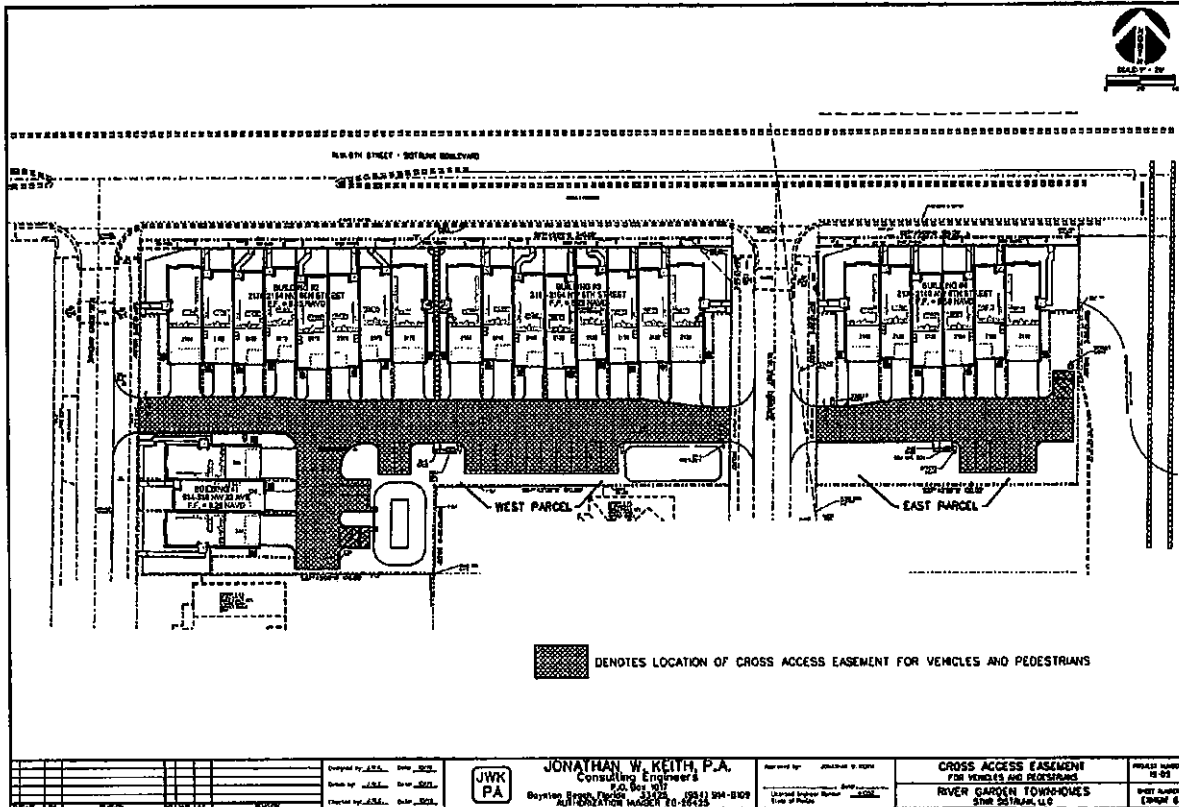


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**EXHIBIT 6**  
**CROSS ACCESS EASEMENT FOR VEHICLES AND PEDESTRIANS**



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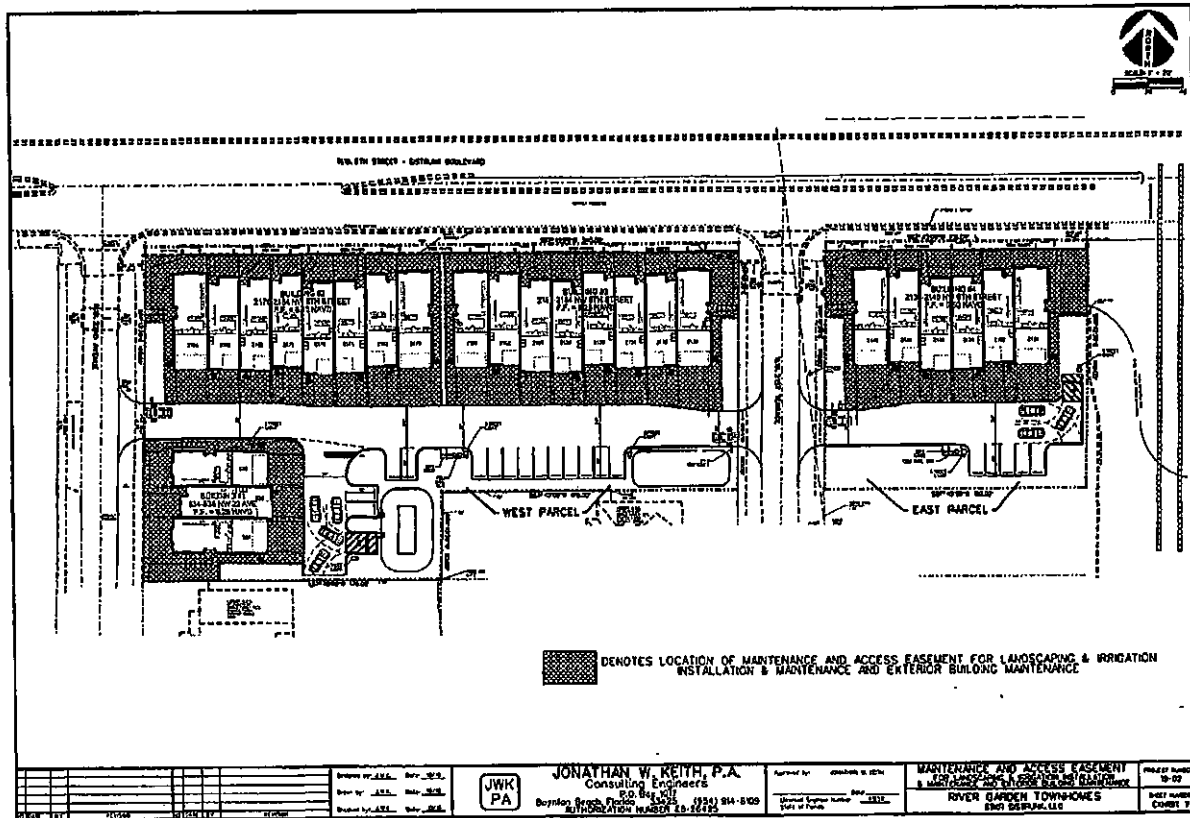
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**EXHIBIT 7**  
**MAINTENANCE AND ACCESS EASEMENT FOR LANDSCAPING AND IRRIGATION**  
**INSTALLATION AND MAINTENANCE, AND FOR EXTERIOR BUILDING MAINTNANCE**



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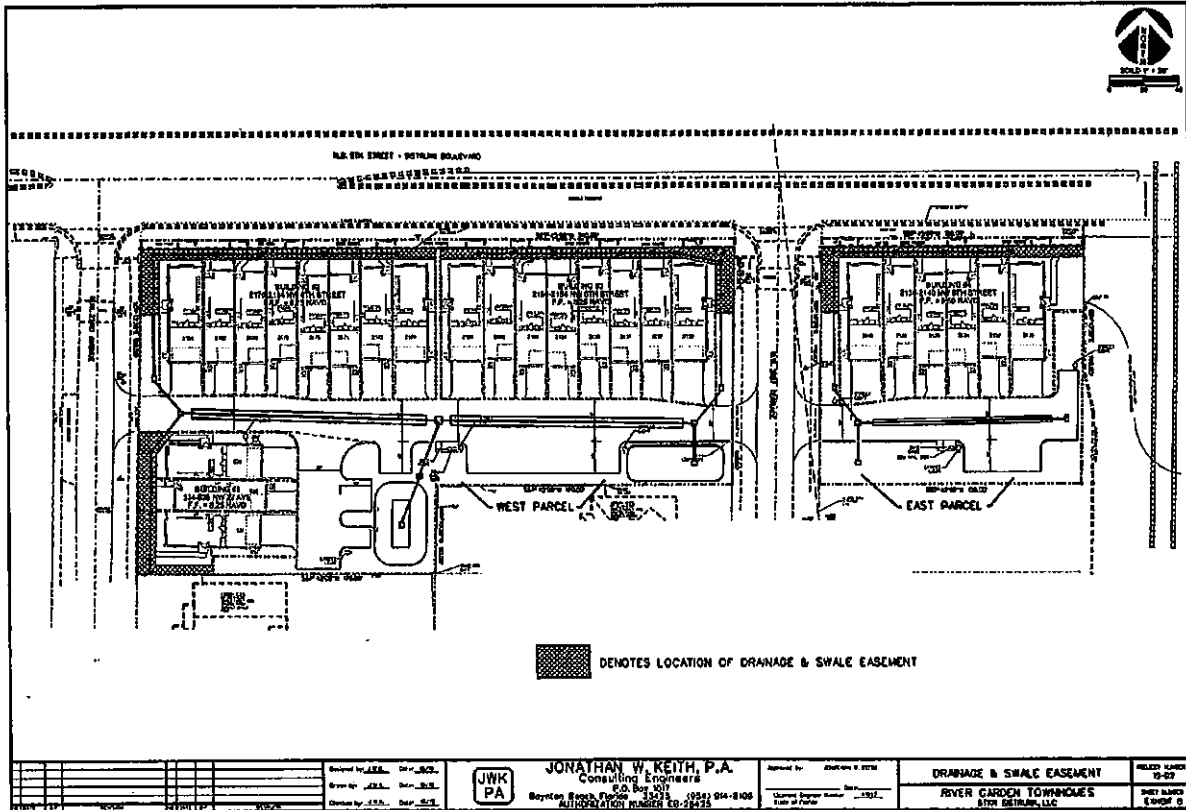


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**EXHIBIT 8**  
**EASEMENT FOR DRAINAGE STRUCTURES AND SWALES**



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55b74a2a-c38e-404d-b213-050715d093a5 Page 90 of 102

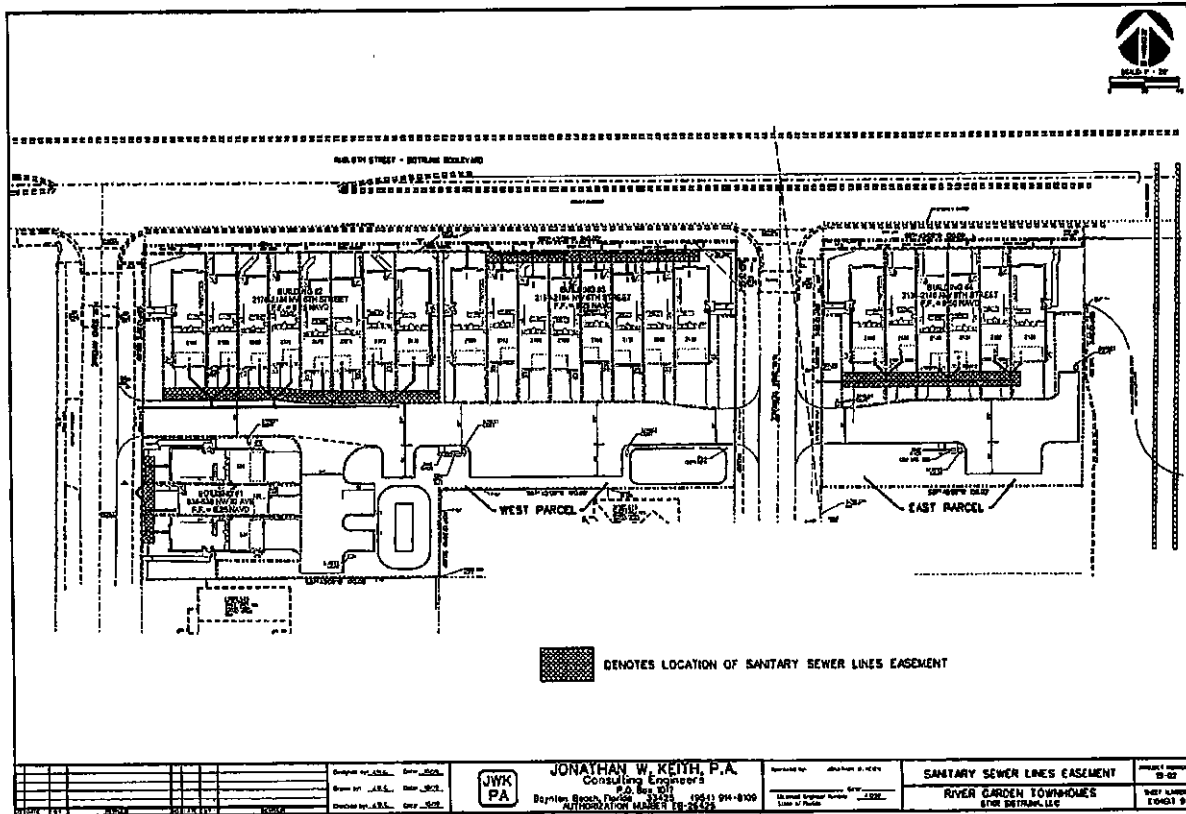


I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
 Dated this 13 day of August, 2021 County Administrator.  
 By: Broward County Deputy Clerk  
 55b74a2a-c38e-404d-b213-050715d093a5 Page 91 of 102

**EXHIBIT 9  
EASEMENT FOR SANITARY SEWER LINES**



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 92 of 102

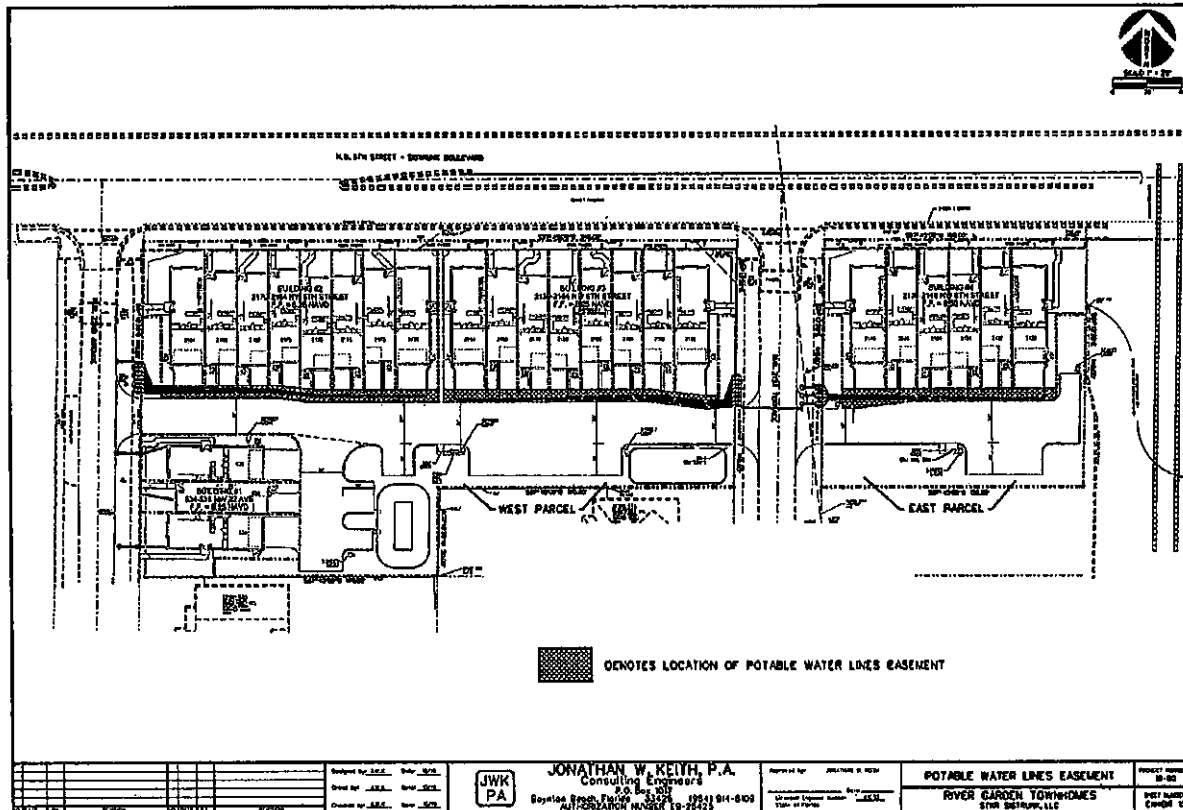


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 Dated this 13 day of August, 2021 County Administrator.  
 By: Broward County Deputy Clerk  
 55b74a2a-c38e-404d-b213-050715d093a5 Page 93 of 102

**EXHIBIT 10  
EASEMENT FOR POTABLE WATER LINES**



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 94 of 102



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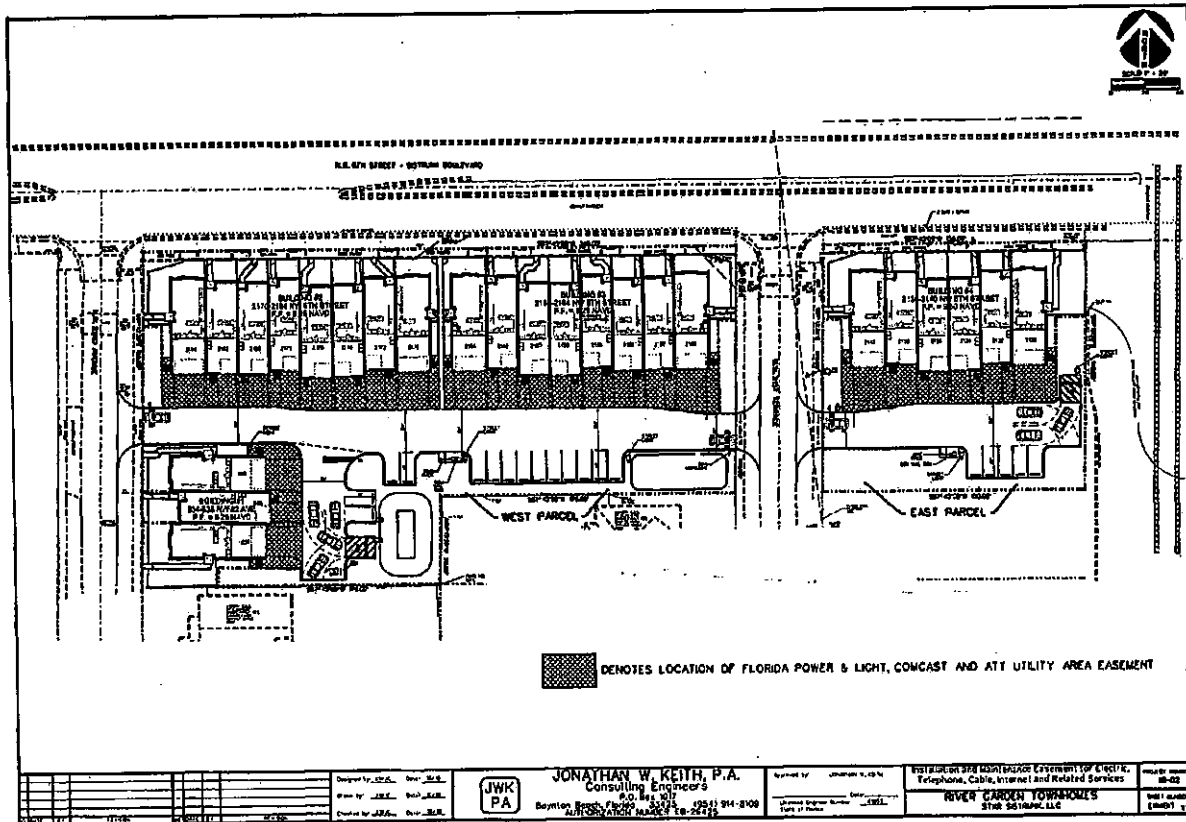
I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
 Dated this 13 day of August, 2021 County Administrator.  
 By: Broward County Deputy Clerk  
 55b74a2a-c38e-404d-b213-050715d093a5 Page 95 of 102

**EXHIBIT 11  
EASEMENT FOR ELECTRICT UTILITIES, TELEPHONE  
UTILITIES, AND CABLE, INTERNET AND RELATED SERVICES**



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Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 96 of 102





DESIGNED BY: J.W.K. DRAWN BY: J.W.K. CHECKED BY: J.W.K.	DATE: 8/13/21 SCALE: AS SHOWN SHEET NO.: 11	<b>JONATHAN W. KEITH, P.A.</b> Consulting Engineers 801 N. 10th St. Suite 200, Ft. Lauderdale, FL 33304 954-561-8100 AUTHORITY: #12003-18-25425	PROJECT NO.: 2021-08-01 PROJECT NAME: RIVER GARDEN TOWNHOMES 5700 SW 10th Ave, LLC	TITLE: DISTRIBUTION AND MAIN SERVICE EASEMENT FOR ELECTRIC, TELEPHONE, CABLE, INTERNET AND RELATED SERVICES SHEET NUMBER: 11-02 DATE: 8/13/21
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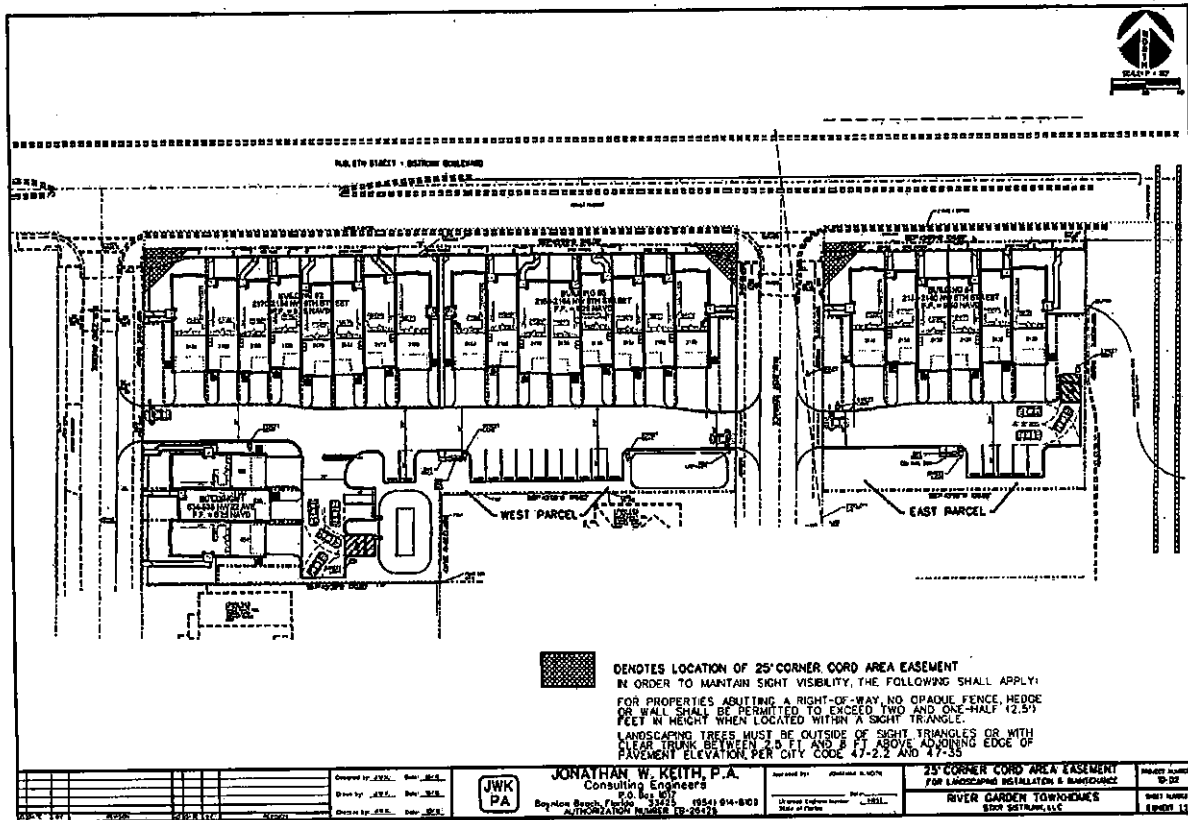


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 By: Broward County Deputy Clerk  
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**EXHIBIT 12**  
**25' CORNER CORD AREA EASEMENT FOR LANDSCAPING INSTALLATION & MAINTENANCE**



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 98 of 102



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 By: Broward County Deputy Clerk  
 55b74a2a-c38e-404d-b213-050715d093a5 Page 99 of 102

**EXHIBIT 12  
5' UTILITY AND SIDEWALK EASEMENT**



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
Dated this 13 day of August, 2021 County Administrator.  
By: Broward County Deputy Clerk  
55b74a2a-c38e-404d-b213-050715d093a5 Page 100 of 102



947 Clint Moore Road  
Boca Raton, Florida 33487

SURVEYING & MAPPING  
Certificate of Authorization No. LB7264

Tel: (561) 241-9988  
Fax: (561) 241-5182

**SKETCH AND LEGAL DESCRIPTION**  
**5' UTILITY & SIDEWALK EASEMENT - NOT A SURVEY**

**LEGAL DESCRIPTION**

A PORTION OF LOTS 1, 2, 3, BLOCK 1 "RIVER GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 01°13'36" WEST, ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 135.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°13'36" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 87°45'09" EAST, ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 150.02 FEET; THENCE SOUTH 01°13'36" EAST, ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 5.00 FEET; THENCE SOUTH 87°45'09" WEST, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING.

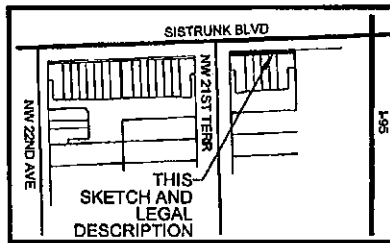
SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**NOTES**

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SKETCH AND LEGAL DESCRIPTION AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED OR REFERENCED IN THE PREPARATION OF THIS SKETCH AND LEGAL DESCRIPTION.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SKETCH AND LEGAL DESCRIPTION, EXCEPT AS SHOWN.
5. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF NW 21ST TERRACE HAVING AN ASSUMED BEARING OF SOUTH 01°13'36" EAST.

**ABBREVIATIONS**

- B.C.R. == BROWARD COUNTY RECORDS
- Δ == DELTA (CENTRAL ANGLE)
- D.E. == DRAINAGE EASEMENT
- L == ARC LENGTH
- P.B. == PLAT BOOK
- PG. == PAGE
- R == RADIUS
- R/W == RIGHT-OF-WAY
- U.E. == UTILITY EASEMENT

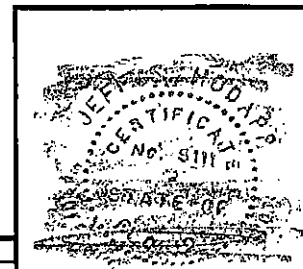


**LOCATION MAP**  
NOT TO SCALE

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

*[Signature]*  
JEFF BODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111



PROJECT NAME: RIVER GARDENS	DATE: 06/12/2021
JOB NO. 17191	DWG BY: AJR
	CKD BY: JSH
	SHEET 1 OF 2



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.  
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55b74a2a-c38e-404d-b213-050715d093a5 Page 101 of 102

