

**AMENDED AND RESTATED
DECLARATION OF**

COVENANTS, CONDITIONS

AND

RESTRICTIONS FOR

THE RIVER OAKS LANDS

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

And

**AMENDED AND RESTATED
BYLAWS**

Of

RIVER OAKS

COMMUNITY SERVICES ASSOCIATION

**AMENDED AND RESTATED
DECLARATION OF

COVENANTS, CONDITIONS

AND

RESTRICTIONS FOR

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS

AND

RESTRICTIONS FOR THE RIVER OAKS LANDS

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND**

RESTRICTIONS FOR THE RIVER OAKS LANDS

**formerly known as the Declaration of Protective Covenants, Conditions and
Restrictions for River Oaks Community Services Association, Inc.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER OAKS LANDS is made as of this 24th day of January, 1997, by PINNACLE INVESTMENT PARTNERS II, INC., a Florida corporation, hereinafter referred to as the "Developer." This document shall amend and replace that certain Declaration of Covenants, Conditions and Restrictions for River Oaks Community Services Association, Inc. recorded February 14, 1992, in Official Records Book 3725, Page 3598, Volusia County, Florida, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for River Oaks Community Services Association, Inc. recorded November 1st 1994, in Official Records Book 3961, Page 120, Public Records of Volusia County, Florida, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for River Oaks Community Services Association, Inc. recorded July 14, 1995, in Official Records Book 4020, Page 3256, Public Records of Volusia County, Florida (the "Former Declaration").

This amendment is authorized pursuant to the authority granted to the Developer in Section 18 of the Former Declaration.

RECITALS

A. The Developer currently owns real property located in Volusia County, Florida, more particularly described in Composite Exhibit "A" attached hereto and incorporated herein by reference. The Property is more commonly referred to as the River Oaks Lands and shall be referred to herein as the "Property" or "the River Oaks Lands" or "River Oaks". The Developer has developed or intends to develop the River Oaks Lands into, among other potential uses, single family residential properties and condominiums.

B. The Developer desires to establish an overall master association to: (1) coordinate the various Community Associations (as defined in Article I); (2) own, operate, administer, maintain and repair portions of the Property including the Common Elements; (3) engage in various activities for the benefit of all Owners within the Property; (4) enforce the covenants and restrictions contained in this Declaration; and (5) do whatever is reasonably necessary to carry out the intent of this Declaration. Portions of the Property may also be subject to the jurisdiction of the Community Associations.

C. To provide for the efficient preservation of the values and amenities of the Property, the Developer will incorporate under the laws of the State of Florida the River Oaks Community Services Association, Inc. (the "Community Services Association") and will assign to the Community Services Association certain powers and responsibilities, including, without limitation: (1) the right and responsibility to own, operate, administer, maintain and repair portions of the Property; (2) the right to enter into or assume responsibility under contracts to maintain other real property dedicated to the public or conveyed to any governmental body or agency; (3) the right, responsibility and obligation to enforce the covenants and restrictions contained herein; (4) the right to assess in accordance with this Declaration for the expenses of the Community Services Association; (5) the right, power and obligation to collect and disburse the Assessments and charges as set out in this Declaration; and (6) the right and obligation to assist and coordinate the duties and responsibilities of the Community Associations. The Members of the River Oaks Community Services Association shall include the Developer and all Owners of portions of the Property designated as Residential Property Units (as defined in Article I).

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property, and such other property as may be added to the Property pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration. The covenants and restrictions contained in this Declaration are imposed for the best interests of the Owners and the Property and shall run with the Property and shall be binding upon all persons having or acquiring any right, title or interest in any portion of the Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in any portion of the Property.

ARTICLE I DEFINITIONS

1.1 "Assessment" shall mean and refer to, those charges made by the Community Services Association from time to time against each Property Unit within the Property for the purposes set forth herein.

1.2 "Architectural Review Board" or "ARB" shall mean and refer to that certain committee established by the Community Services Association for the purpose of reviewing exterior and structural changes or modifications to Property Units all as more specifically set forth in Article V of this Declaration.

1.3 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Community Services Association.

1.4 "Common Elements" of "Common Areas" shall mean and refer to those areas of land, and Improvements thereon, if any, which the Community Services Association has the obligation to maintain for the common use, benefit and enjoyment of all Owners. "Common Elements" is more fully defined and described in subsection 4.1.

1.5 "Common Expenses" shall mean and refer to all expenses incurred by the Community Services Association in connection with its ownership and/or maintenance of the Common Elements and other obligations set forth herein, or as may be otherwise determined by the Board.

1.6 "Community" shall mean and refer to any single family development, condominium project or other sub-area development. Examples include the communities of River Oaks I and River Oaks II.

1.7 "Community Association" shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successors and assigns for any particular Community. The term "Community Association" shall specifically include "Condominium Association" wherever in this Declaration the context so allows. The relationship of the Community Association(s) to the Community Services Association is more particularly described in Article III of this Declaration.

1.8 "Community Declaration" shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by a recorded instrument, applicable to a specific Community. The term "Community Declaration" shall mean and refer to the document containing Community Covenants and shall specifically include the Declaration of Condominium for any portion of the Property upon which a condominium is created .

1.9 "Community Common Element" shall mean and refer to all real property including any Improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the Owners within a particular Community or to a Community Association for the common use and enjoyment of its members

exclusively. The term "Community Common Elements" shall specifically include "Condominium Common Elements" wherever in this Declaration the context so allows.

1.10 "Community Services Association" shall mean the River Oaks Community Services Association, Inc., a Florida corporation not-for-profit. Copies of the Articles of Incorporation and Bylaws of the Community Services Association are attached to this Declaration as Exhibits "B" and C, respectively.

1.11 "Condominium Association(s)" shall mean and refer to any and all Condominium Associations organized and existing under the laws of the State of Florida within the River Oaks Lands.

1.12 "Condominium Common Element" shall mean and refer to the area or areas exclusively used and owned in common by the Owners of the Condominium Property Units in a particular area within the River Oaks Lands, which is submitted to a condominium regime and which common elements are more particularly described in the Declaration of Condominium for such condominium regime.

1.13 "Condominium Property Unit" shall mean and refer to a Condominium Property Unit together with its appurtenant share of the undivided interest in the Condominium Common Elements as described in and which is encumbered by a Declaration of Condominium. A Condominium Property Unit may be either Commercial or Residential in nature.

1.14 "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all Owners.

1.15 "Declaration" shall mean this instrument, the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER OAKS LANDS, and all amendments or Supplements made to this instrument. This Declaration specifically amends and replaces that certain Declaration of Covenants, Conditions and Restrictions for River Oaks Community Services Association, Inc. recorded February 14, 1992, in Official Records Book 3725, Page 3598, Volusia County, Florida, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for River Oaks Community Services Association, Inc. recorded November 1, 1994, in Official Records Book 3961, Page 120, Public Records of Volusia County, Florida, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for River Oaks Community Services Association, Inc. recorded July 14, 1995, in Official Records Book 4020, Page 3256, Public Records of Volusia County, Florida.

1.16 "Declaration of Condominium" shall mean and refer to the written instrument which, when recorded in the Public Records of Volusia County, Florida, subjects all or part of a Property Unit to a condominium form of ownership of real property.

1.17 "Developer" shall mean PINNACLE INVESTMENT PARTNERS II, INC., a Florida corporation and its successors or assigns as designated in writing by the Developer.

1.18 "Governing Documents" shall mean (i) in the case of the Community Services Association, this Declaration, any Supplement to the Declaration and the Articles of Incorporation and Bylaws of the Community Services Association, as the same may be modified, supplemented or amended from time to time and filed of record; and (ii) in the case of a Community Association, the Community Declaration (or Declaration of Condominium), any Supplement to the Declaration and the Articles of Incorporation and Bylaws of the Community Association, as the same may be modified, supplemented or amended from time to time and filed of record. In the event of conflict or inconsistency among Governing Documents applicable to the Community Services Association, to the extent

permitted by law, the Declaration and any Supplement to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. In the event of conflict or inconsistency between the Community Services Association Governing Documents and any Community Association Governing Documents, to the extent permitted by law, the Community Services Association Governing Documents shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.19 "Improvements" shall mean and refer to all structures of any kind including, without limitation, any dwelling, building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, guard house, dock, pool, gate, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

1.20 "Limited Common Element" shall mean and refer to any portion or portions of the Common Elements to be used by fewer than all of the Owners.

1.21 "Members" shall mean and refer to (i) any Owner of a Property Unit and (ii) the Developer, which together shall comprise the membership of the Community Services Association. All Owners of Property Units shall be subject to the covenants and restrictions set forth herein, including, but not limited to, the obligation to pay Assessments as set forth hereinafter.

1.22 "Owner(s)" shall mean and refer to a record owner of fee simple title to any Property Unit located within the River Oaks Lands, but excluding those having an interest in a Property Unit merely as security for the performance of an obligation.

1.23 "Person" shall mean and include an individual corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.24 "Property" shall mean and refer to all real property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

1.25 "Property Unit" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Condominium Property Units, Residential Property Units and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Property Unit. Each Condominium Unit shall be a Property Unit for purposes of this Declaration. Each Property Unit will be separately assessed for real property tax purposes.

1.26 "Resident" shall mean and refer to the legal occupant of any Property Unit. The term "Resident" shall include the Owner of the Property Unit and any tenant, lessee or licensee of the Owner

1.27 "Residential Property Unit" shall mean and refer to a Property Unit intended for any type of independent ownership for use and occupancy for residential purposes, and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, Condominium Property Units and single family detached units, so long as such units are separately assessed for real property tax purposes.

1.28 "River Oaks" or "the River Oaks Lands" shall mean that certain real property located in Volusia County, Florida, developed by the Developer, made subject to this Declaration.

1.29 "Street" shall mean and refer to any street, highway or other thoroughfare within the River Oaks Lands that is (i) dedicated to the public or (ii) privately owned by the Community Services Association or a Community Association and not dedicated to the public, whether same is designated as street, avenue, boulevard, highway, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

1.30 "Streetscape" shall mean and refer to the entire area within the outside limits of the right-of-way of a Street, except that portion which is paved or otherwise improved and intended for motorized vehicular traffic. For illustration, but not limitation, "Streetscape" shall include all sidewalks, bikeways, landscaping, walls, berms, swales, irrigation, signage, light fixtures and street furniture.

1.31 "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Volusia County, Florida, shall add real property to the provisions of this Declaration.

ARTICLE II **PLAN FOR DEVELOPMENT OF THE RIVER OAKS LANDS**

2. Property Designation. All land within the River Oaks Lands is designated as the "Property" pursuant to this Declaration.

2.1 Additions to the Property. At any time, the Developer, in its sole discretion, may add, or cause to be added, other real property not now included within the Property to the provisions of this Declaration. Each commitment of additional property to this Declaration shall be made by a recitation to that effect in a Supplement which need be executed only by the Developer, and the owner of such real property if not the Developer, and does not require the execution or consent of the Community Services Association, any Community Association or any Owners. The Supplement shall describe the real property which is being committed to this Declaration and made subject to the terms of this Declaration and shall contain such other terms and provisions as the Developer deems proper. Upon the recordation of a Supplement, such real property described therein shall be committed to the Covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property,

ARTICLE III **ASSOCIATION NETWORK**

3.1 Creation of the Community Services Association. The Developer has formed the Community Services Association for the purpose of holding title to the Common Elements and enforcing this Declaration and the Covenants in accordance with the rights of enforcement provided herein or which may be assigned to it from time to time by the Developer. The Community Services Association shall also have such other powers and duties as are prescribed by its Governing Documents.

3.2 Creation of Community Associations. Community Associations, subordinate to the Community Services Association, shall be organized with respect to specified Property Units within the River Oaks Lands. The Governing Documents of each Community Association must be submitted to and approved by the Developer prior to the recording or filing of same. Unless the Community Declaration, Declaration of Condominium, Articles of Incorporation, or any other Governing Documents relating to a Community Association are approved by the Developer prior to their recording or filing, they shall be considered null and void and shall not be enforceable. The approval by the Developer shall be evidenced by the signature of an officer or other authorized representative and corporate seal of the Developer on each Governing Document. After the Developer no longer owns any portion of the Property, the Community Services Association shall perform the functions required pursuant to this section. The Community Services Association may charge an appropriate fee to review such Governing Documents.

3.3 Rights and Duties of the Community Association. Each Community Association shall: (a) abide by this Declaration and Covenants; (b) enforce its Community Declaration or other deed and use restrictions; (c) maintain its Community Common Elements and other real property under its control or jurisdiction; (d) administer the affairs of its Community Association; and (e) perform such other duties as are prescribed by its Governing Documents or which may be assigned to it from time to time by the Community Services Association or the Developer.

3.4 Power of the Community Services Association over Community Associations. The Community Services Association shall have the absolute power to veto any action taken or contemplated to be taken and shall have the absolute power to require specific action to be taken by any Community Association. The Community Services Association shall receive the same notification of each meeting of the members of a Community Association or board or committee thereof required by the Governing Documents of such Community Association and a representative of the Community Services Association shall have the unrestricted right to attend any such meeting. If proper notice is not given to the Community Services Association, any action taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to members of that Community Association.

By way of illustration and not as a limitation, the Community Services Association may: (a) veto any decision or action of a Community Association; (b) require specific maintenance, repair, replacement, removal or aesthetic changes to be performed to the property governed by a Community Association; or (c) require that a proposed budget of a Community Association include certain items and that expenditures be made therefore. In the event that a Community Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Community Services Association, in its sole discretion), the Community Services Association may have and may exercise the Community Association's right of approval, disapproval or enforcement as to the matter. If the Community Association fails to comply with any requirements set forth by the Community Services Association, the Community Services Association shall have the right to take action on behalf of the Community Association and shall levy an Assessment in an amount adequate to recover the Community Services Association's cost and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The Assessment shall be levied against all or any portion of the property governed by the Community Association and each Owner within that Community shall be liable for his pro rata share of the Assessment. The Assessment will be levied as a Special Assessment as provided in Article VII.

3.5 Power and Authority. The Community Services Association shall have the power and authority to enter into contracts, franchises or service agreements on a nonexclusive or exclusive basis to provide necessary outside services to the Owners. By way of illustration and not as a limitation, the Community Services Association may enter into contracts for community association management, garbage and waste collection, security, cable television and other communications, landscape maintenance and other common services. The Community Services Association shall provide for payment of the cost and expense of such services by Assessment pursuant to Article VII, or provide for direct billing to each Owner or Community Association.

3.6 Rules and Regulations. The Community Services Association shall have the power and authority to promulgate and enforce such Rules and Regulations consistent with this Declaration as it may deem to be in the best interest of the Owners. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners and Residents by the Community Services Association. Failure of an Owner or Resident to obtain a copy of the Rules and Regulations shall not excuse such Owner or Resident from the requirement to abide by the Rules and Regulations. Such Rules and Regulations and all provisions, restrictions and covenants contained in this Declaration and any Community Declarations, including, without limitation, all architectural and use restrictions contained herein, may be enforced by legal or equitable action of the Community Services Association. Sanctions for violations of Rules

and Regulations may include reasonable monetary fines and suspension of the right to vote and the right to use of the Common Elements. Prior to any decision to suspend voting rights or the right to use of the Common Elements, or to impose a monetary penalty, the Board shall grant notice and hearing pursuant to the Bylaws. In addition, the Community Services Association, through the Board may by contract or other agreement enforce City, County, or other governmental ordinances or permit the City, County, or other governmental entity to enforce ordinances on the Property for the benefit of the Community Services Association and the Owners.

3.7 Acts of the Community Services Association. Unless the approval or action of the Members and/or a certain specific percentage of the Board is specifically required in this Declaration or the Governing Documents, all approvals or actions required or permitted to be given or taken by the Community Services Association shall be given or taken by the Board, without the consent of the Members. All of the duties and powers of the Community Services Association existing under Chapter 617 of the Florida Statutes, this Declaration and the Governing Documents shall be exercised exclusively by the Board. The Board may so approve and act through the proper Officers of the Community Services Association without a specific resolution. When an approval or action of the Community Services Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Community Services Association deems appropriate or the Community Services Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary. All approvals, action, duties and powers shall be subject to approval by the Members only when specifically required by this Declaration and/or the Governing Documents.

3.8 Membership in the Community Services Association

3.8.1 Owners of Residential Property Units. Each Owner of a Residential Property Unit shall be a Member of the Community Services Association.

3.8.2 Developer. The Developer shall be a Member of the Community Services Association so long as the Developer owns any real property within the River Oaks Lands.

3.9 Members Voting Rights. The votes of the Members shall be established and exercised as provided in the Articles and Bylaws.

3.10 Current Lists of Owners. Each Community Association shall provide the Community Services Association with the names and addresses of all Owners who are members of that Community Association and shall notify the Community Services Association in writing each time there is a change in the name and/or mailing address of a member of that Community Association.

3.11 Board of Directors. The Community Services Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth more specifically in the Articles and Bylaws, and as follows:

3.11.1 Designated by the Members. The President of each Community Association shall be a designated member of the Board and shall represent the interests of the Owners of his respective Community Association.

3.11.2 Elected by the Members. At least one member of the Board shall be a Member elected from the membership at large. All members shall be eligible to serve on the Board. A Member may nominate himself as a candidate for the Board at a meeting where an election is to be held.

3.11.3 Majority Appointed by the Developer. The Developer shall have the right to appoint a majority of the members of the Board until the earlier of the following events occurs: (a) Three (3) months after ninety percent (90%) of the Residential

Units in all phases of the River Oaks Lands have been conveyed to Members; or (b) Such other percentage of the Residential Units within the River Oaks Lands have been conveyed to Members. or such other date or event has occurred, as is set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Residential Units. The Developer shall be entitled to appoint at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Residential Units in all phases of the River Oaks Lands.

3.12 Vacancies. A member of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws. However, any member of the Board appointed by the Developer may only be removed by the Developer, and any vacancy on the Board of a member, appointed by the Developer shall be filled by the Developer.

ARTICLE IV **LAND USE CLASSIFICATIONS AND USE RESTRICTIONS**

4. Declaration. The Developer does hereby declare that the following provisions shall be applicable to the Property which shall be transferred, demised, sold, conveyed and occupied subject to terms of this Declaration and the Covenants as follows:

4.1 Common Elements. The Common Elements shall be deemed to include (i) those areas which are designated as common elements or common areas on any recorded subdivision plat of the Property, or any portion thereof; and (ii) those areas which are otherwise dedicated, conveyed or leased for the common use and enjoyment of all Owners. The term "Common Elements" shall also include any and all Improvements located on the real property classified as "Common Elements." The Common Elements shall be distinguished from the Community Common Elements. Community Common Elements shall be for the exclusive use of the Residents of a particular Community. By way of illustration and not as to limitation, the Common Elements may include:

4.11 Streets. All Streets not dedicated to the public and the Streetscape of all Streets dedicated to the public (to the extent permitted by the governmental body having jurisdiction over a Street which has been dedicated to the public) within the River Oaks Lands, which include, but is not limited to, landscaping, irrigation, lighting, pedestrian pathways, bicycle pathways, drainage systems, signage and aesthetic improvements located in, under and along such Streets. To the extent the Developer or Community Services Association has the right to maintain such areas, such areas shall be considered part of the "Common Elements" even though not owned by the Developer or Community Services Association. Even though the Streetscape area of all public Streets shall be considered Common Elements for purposes of maintenance by the Community Services Association, the Owners' right to use such areas shall be limited to pedestrian travel only and for no recreational purposes. Pedestrian travel shall include walking, jogging or running, riding bicycles, roller skating or roller blading, etc. within that portion of the Streetscape reasonably intended for such purposes.

4.1.2 Recreation Areas. Recreation Areas include those portions of the Property designated for recreational use by the Developer or the Community Services Association. Recreation Areas shall be used only for recreational purposes in a manner consistent with any Improvement of such recreational area subject to the Rules and Regulations of the Community Services Association. The Developer or the Community Services Association, in its sole discretion, shall determine the manner of making Improvements in recreation areas and the use thereof. Neither the Developer, the Community Services Association nor any of the Community Associations shall be obligated to provide supervisory personnel for the Recreation Areas.

4.1.3 Open Spaces. Open Spaces mean those portions of the Property designated as open spaces by the Developer or the Community Services Association. The Developer, for so long as the Developer shall own any portion of the River Oaks Lands, shall have the absolute right, in its sole discretion, to modify its plan for

beautification of the River Oaks Lands and specifically to modify the appearance of open spaces; and thereafter the Community Services Association shall have the same right as long as the general quality of such beautification plan is not diminished.

4.1.4 Drainage Areas. Drainage Areas mean those portions of the Property designated as drainage areas, drainage easements or drainage swales (collectively "Drainage Areas") by the Developer or the Community Services Association which shall be kept and maintained for irrigation, drainage or beautification purposes in a manner consistent with the original design thereof by the Developer and in accordance with the requirements of applicable governmental authorities. The term "Drainage Areas" as used herein shall also include those areas which are used for retention/detention ponds for storm water runoff from private or public rights-of-way. The Community Services Association shall have the right to maintain such areas even though such real property may have been or may be dedicated to the public and not owned by the Developer or the Community Services Association. The "Drainage Easements" shown on any plat or conveyance shall be used for the construction, repair and maintenance of drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto. The location of the drainage pattern may not be modified or relocated without the prior written consent of the Developer. In the event of a dissolution or termination of the Community Services Association, the administration and maintenance of the Drainage Areas shall be transferred only to another not-for-profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

4.15 Lake Areas. Lake Areas mean the lakes or bayous located wholly or partially within the River Oaks Lands and those portions of the Property designated by the Developer or the Community Services Association which contain water, the boundaries of which shall be subject to accretion, reliction or other natural minor changes. The Lake Areas together with any adjacent shoreline shall be kept and maintained by the Community Services Association, as appropriate, as bodies of water, in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. The Community Services Association shall maintain complete control of all Lake Areas (1) for purpose of providing maintenance thereof, and (2) to control the use thereof. The Community Services Association shall also have the responsibility to maintain all Lake Areas together with the adjacent shoreline of all Lake Areas contiguous with any Common Elements. Neither the Developer, the Community Services Association nor any Community Association shall be obligated to provide supervisory personnel or lifeguards for the Lake Areas.

4.1.6 Paths. Paths mean those portions of the Property designated as paths by the Developer or the Community Services Association and all improvements thereon including, but not limited to, streets lights, bridges and accessways which shall be kept and maintained by the Community Services Association.

4.1.7 Public Improvements. Public Improvements made by the Developer for the benefit of Volusia County, Florida, the City of DeBary, or any other governmental body that are not maintained at the expense of the general public and which the Community Services Association elects to maintain.

4.1.8 Limitation of Use of Common Elements. Notwithstanding anything herein to the contrary, Owners shall not have the unrestricted right of use and enjoyment of all Common Areas. For instance, the Owners shall not have the right to use (1) the Streetscapes except for walkways or paths therein, (2) the Open Spaces described in subsection 4.1.3 or (3) the Drainage Areas. From time to time as set forth in subsection 4.5.2, the Board may promulgate Rules and Regulations concerning use of Common Areas by the Owners.

4.2 Community Common Area. The Community Common Elements shall not be deemed to be a part of the Common Elements except as provided by this Declaration.

4.3 Conveyance to the Community Services Association. The Developer shall have the right to convey title to any property owned by it, or any interest therein, to the Community Services Association as Common Elements. The Developer may also convey or assign to the Community Services Association any maintenance responsibilities the Developer has undertaken involving portions of the Property not within Common Elements and real and personal property not within the defined "Property" but contiguous to portions of the Property.

The Developer may require the Community Services Association to operate and/or maintain any property owned by the Developer which the Developer intends to eventually convey to the Community Services Association as Common Elements by written notice to the Community Services Association. In that event, such property shall be deemed Common Elements even though not yet owned by the Community Services Association. If the Developer thereafter elects not to convey the property to the Community Services Association as Common Elements, the Developer shall so notify the Community Services Association in writing and thereafter such property shall no longer be deemed to be Common Elements and the Community Services Association will no longer have any obligation or right to operate and/or maintain such property. The Developer shall not have the obligation to develop and/or convey any property to the Community Services Association. If the Developer desires to convey any property to the Community Services Association, the timing of the conveyance shall be in the sole discretion of the Developer. Once any portion of the Common Elements is conveyed to the Community Services Association or any maintenance responsibilities are assigned to the Community Services Association, the Community Services Association shall assume all obligations relating to such Common Elements and/or maintenance responsibilities, and further shall indemnify and hold the Developer harmless from any liability which may result therefrom, including any legal fees and costs incurred by the Developer in defending itself or enforcing its rights hereunder.

4.4 Method of Conveyance. The Developer may transfer title (or any interest therein) to any portion of the Common Elements to the Community Services Association by bill of sale, deed or other appropriate instrument recorded in the Public Records of Volusia County, Florida. The Community Services Association shall be obligated to accept the conveyance as delivered by the Developer and to maintain the Common Elements for the use and benefit of the Owners.

4.5 Use of the Common Elements. Every Owner shall have the nonexclusive right to use and enjoy the Common Elements subject to the following:

4.5.1 Transfer of a Common Elements. Except as is provided in this Declaration, once title to the Common Elements is transferred to the Community Services Association, it shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Developer for so long as the Developer owns any portion of the Property within the River Oaks Lands. The Community Services Association may encumber the Common Elements provided such encumbrances are solely to secure loans obtained for improving the Common Elements being encumbered and the lien is not superior to the provisions of this Declaration.

4.5.2 Use by the Owners. Subject to any Rules and Regulations of the Community Services Association, a nonexclusive and perpetual right of use of all Common Elements shall be deemed to have been granted to: (a) all Owners, and their tenants, licensees and guests; (b) United States mail carriers, and representatives of fire departments, police and sheriffs departments, and other necessary municipal, county, special district, state and federal agencies (in their official capacity); (c) utility company employees (in their official capacity); and (d) holders of bona fide security interests and

mortgages on any portion of the Property (for the purpose of reasonable inspections of such portion of the Property).

4.5.3 Use by Security Guard. The Developer or the Community Services Association may authorize the use of all Common Elements by a security guard service for the control of traffic within the River Oaks Lands, protection of Residents, enforcement of Rules and Regulations and/or any other purpose the Board may determine to be reasonable.

4.5.4 Use of Lakes. Subject to regulations and ordinances imposed by all governmental and quasi-governmental bodies or agencies, and further subject to any written agreements entered between the Developer and/or the Community Services Association and any governmental and quasi-governmental bodies or agencies, the Developer or the Community Services Association shall have the sole right to control the water level and maintenance of all lakes, ponds, water courses, drainage control devices and all other areas and apparatus comprising the master drainage system for the River Oaks Lands. Subject to regulations, ordinances and agreements imposed by or made with any governmental or quasi-governmental body or agency, the Developer, and any assigns of the Developer, shall have the right to use the water in all lakes, ponds and water courses for irrigation within the River Oaks Lands or for such other irrigation purposes as may be determined by the Developer or such other persons as the Developer may designate.

4.5.5 Use of Marina and Assignment of Boat Slips. The Developer shall be entitled, at any time and from time to time, to assign or transfer to specific Property Units as Limited Common Elements one or more marina boat slips or other marina facilities, if any, located on the Common Elements. Every such assignment or transfer shall be made by a recordable instrument (a copy of which shall be kept by the Association as part of its permanent records) and shall operate to give the Owner to whose Property Unit the assignment or transfer is made an exclusive right to use the space, slip or other facilities as the case may be as Limited Common Elements. Thereafter, the Owner to whom a space, slip or other facility has been assigned or transferred may sell, assign, or transfer his interest but only upon the written approval of the Board. The Association shall assume the responsibility for the maintenance of the boat slip and marina facilities. The Association may make annual assessments or may charge a use fee for the use of the marina facilities. All Owners are prohibited from docking or storing boats upon any portion of the DeBary Creek shoreline as described in Exhibit "D" attached hereto. Only those Owners who have been assigned a marina boat slip as provided herein are entitled to use the marina facilities. The Association may establish reasonable rules and regulations concerning the use and operation of the marina and boat slips. In addition to any other rules, no boat larger than seventeen (17) feet may be moored at the marina facilities.

4.5.6 Prohibited Uses. No Person shall, in violation of the Rules and Regulations, do any of the following on any part of the Common Elements (a) operate motor vehicles for any purpose other than as a means of transportation; (b) boat, fish or swim other than in lakes, ponds, streams or water courses designated for those purposes, (c) permit the walking or running of animals except when on a leash; (d) light any fires except in designated areas; (e) fell any trees or injure or damage any landscaping; (f) interfere with any drainage, utility or access easements; (g) build any structures, recreational or other common facilities other than those approved by the Board; (h) discharge any liquid or material other than natural drainage into any lake, pond, stream or water course; (i) alter or obstruct any lakes, ponds, streams, drainage swales, or water courses; or a) interfere with any water control structures or apparatus. No Person shall violate the Rules and Regulations that may be established by the Community Services Association governing the use of the Common Area.

4.6 Maintenance of the Common Elements. The Community Services Association shall be responsible for the maintenance and repair of the Common Elements. Specifically, the property which the Community Services Association shall maintain and be responsible for shall include, but not be limited to, the following:

4.6.1 Grounds upkeep, including but not limited to, mowing, weeding, edging, mulching, irrigating, pruning and trimming trees on the River Oaks Lands.

4.6.2 Such security system, guardhouse(s) and other security facilities, if any, which shall be operated and the benefit of all Members and Owners at the River Oaks Lands.

4.6.3 All Streets and Streetscape of the River Oaks Lands as shown on any plat of any portion of the Property, except the paved surface of any street dedicated to the public and except all public utilities located within any Street or easement area dedicated to the public or granted to the utility company.

4.6.4 The Drainage Areas, including the littoral and buffer zones.

The Community Services Association may, in the discretion of the Board, assume the maintenance responsibility set out in any Community Declaration whereby any Community Association has jurisdiction of any portion of the Property. In such event, all costs of such maintenance shall be assessed against all Owners who benefit from such maintenance. The assumption of this responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the standards of maintenance generally prevailing in the River Oaks Lands. The provision of services in accordance with this section shall not constitute discrimination within a class.

4.7 Maintenance by the Owner. The responsibility of each Owner to keep his Property Unit in compliance with the standards promulgated by the Architectural Review Board (as defined in Article V and hereinafter referred to as the "ARB") shall be as follows:

4.7.1 To maintain, protect, repair and replace, at his own cost and expense, all portions of his Property Unit together with all improvements, including landscaping and equipment located thereon, except any portions to be maintained, repaired and replaced by the Community Services Association or any Community Association. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners.

4.7.2 Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the Property Unit without the prior written approval of the ARB.

4.7.3 To report promptly to the Community Services Association any defect or need for repairs, maintenance or replacements for which the Community Services Association or any Community Association is responsible.

4.8 Residential Property. Except as specifically allowed by zoning regulations and the Community Services Association, a Residential Property Unit shall be for Residential use only and for no commercial use, except by the Developer during the construction, development and sale or rental of the Residential Property Units.

4.9 Use of Property by the Developer. Except as may be limited in this Declaration, the Developer and its successors, nominees and assigns shall have the right to make such uses of the Property as the Developer shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that the Developer will have a continuing and substantial interest in the development and administration of the River Oaks Lands, the Developer hereby reserves for itself and its successors, nominees and assigns, and the Community Services Association recognizes, agrees to and acknowledges that the Developer and its successors, nominees and assigns shall have the right to use all Common Elements and all other portions of the Property in conjunction with and as part of its program of sale, leasing, constructing and developing of and within the River Oaks Lands. The Developer's rights herein may be assigned to one or more registered real estate brokers. Subject to a

listing or sales agreement, such rights shall include, but not be limited to the right to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, show for purposes of sale or lease, Residential Property Units and other portions of the River Oaks Lands and use portions of the Property and Residential Property Units and other Improvements owned by the Developer or the Community Services Association for purposes set forth above. The Developer shall also have the right to store construction materials and to assemble construction components on any portion of the Property so long as such storage and/or assembly is not an unreasonable burden to the Owners. All such rights of the Developer may be exercised without any cost to the Developer.

4.10 Additional Provisions for the Preservation of the Values and Amenities of the River Oaks Lands. In order to preserve the values and amenities of the River Oaks Lands, the following provisions shall be applicable to the Property.

4.10.1 Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Developer or the Community Services Association, or any assignee of the Developer or the Community Services Association, in mining operations for the purpose of obtaining "fill dirt," for placement on other portions of the Property, or for the removal and sale of excess "fill dirt", in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property. Any proceeds resulting from the sale of "fill dirt" shall belong to the Developer.

4.10.2 Subdivision or Partition. No portion of the Property shall be subdivided except with the Developer's prior written consent. After the Developer no longer owns any portion of the Property, written consent must be obtained from the Community Services Association.

4.10.3 Casualty Destruction to Improvements. In the event an Improvement upon any Property Unit is damaged or destroyed by casualty, hazard 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 Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Property Unit in a slightly manner consistent with the Developer's plan for beautification of the River Oaks Lands. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained. If an Improvement which is part of a Community Common Element is damaged or destroyed, the Community Association administering same shall have the obligation to repair or replace as are set forth herein.

4.10.4 Common Elements. Nothing shall be stored, constructed within or removed from the Common Elements other than by the Developer, except with the prior written approval of the Board.

4.10.5 Insurance Rates. Nothing shall be done or kept on the Common Elements which shall increase the insurance rates of the Community Services Association or any Community Association without the prior written consent of the Board.

4.10.6 Use of Lake Areas. The Developer or the Community Services Association shall specifically designate the portion of the water areas and the corresponding shoreline and beach areas, if any, upon which boats and other vehicles may be stored, docked, or launched, or within which swimming may be permitted. In addition, the Community Services Association may promulgate rules and regulations regarding the use of all Lake Areas.

4.10.7 Drainage Areas

- A. No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Drainage Areas without the prior written permission of the Community Services Association.
- B. An Owner shall in no way deny or prevent ingress and egress by the Developer or the Community Services Association to the Drainage Areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Developer, the Community Services Association, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
- C. No Parcel shall be increased in size by filling in any Drainage Areas on which it abuts. No Owner shall fill, dike, rip-rap, block, divert or change the established Drainage Areas that have been or may be created by easement without the prior written consent of the Community Services Association or the Developer.
- D. Any wall, fence, paving, planting or other improvement which is placed by an Owner within a Drainage Area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, may be removed if required by the Community Services Association, the cost of which shall be paid for by such Owner as a Special Assessment.

4.10.8 Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

4.10.9 Compliance with Documents. Each Owner (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and subtenants shall be bound and abide by this Declaration and these Covenants. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within River Oaks Lands. Such Owner shall be liable to the Community Services Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by the Owner's act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Community Services Association) which shall be paid for by the Owner as a Special Assessment as provided in Article VII. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

4.10.10 Exculpation of the Developer, the Board and the Community Services Association. The Community Services Association, the Board and the Developer may grant, withhold or deny permission or approval for any act or matter for which its permission or approval is permitted or required by these Governing Documents, the Governing Documents of any Community Association or any rules and regulations promulgated pursuant hereto without liability of any nature to the Owner or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

4.10.11 No Implied Waiver. The failure of the Community Services Association or the Developer to object to an Owner's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Developer or the Community Services Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by these Covenants.

4.11 Use Restrictions

4.11.1 Rules and Regulations. Reasonable rules and regulations may be promulgated and amended from time to time by the Community Services Association pursuant to the River Oaks Covenants as to the use and enjoyment of the Property and the River Oaks Lands and shall be observed by the Owners and occupants thereof. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction contained herein.

4.11.2 Violation. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer, the Community Services Association or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or person violating or attempting to violate any such covenants, including an action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party including reasonable attorneys' and paralegals' fees. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

4.11.3 Occupancy of Units. Each Residential Property Unit shall be used for residential purposes only, except as otherwise expressly provided herein. Only one family may reside in a Property Unit at one time. "Family" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Property Unit. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per each bedroom in the Property Unit.

4.11.4 Leases. No portion of a Property Unit, other than an entire Property Unit may be rented. All leases of Property Units shall be on forms approved by the Community Services Association and shall provide that the Community Services Association shall have the right to terminate the lease upon default by the tenant for failure to observe any of the provisions of the Governing Documents, or other applicable provisions of any Community Association Governing Document. The leasing of Property Units shall also be subject to prior written approval of the Community Services Association. All Property Unit Owners will be jointly and severally liable with their tenants for all Assessments and for any amounts which are required to effect repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Time-share estates are prohibited.

4.11.5 No Offensive or Obnoxious Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment, or discomfort to Owners or their tenants or invited guests, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Property Unit or of the Common Elements, and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside any Property Unit: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors, dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners. Any questions with regard to the interpretation of this section shall be decided by the Board of the Community Services Association whose decision shall be final.

4.11.6 Alterations. No Property Unit Owner shall cause or allow improvements or changes to the exterior of any Property Unit without obtaining the prior written consent of the Architectural Review Board (the "ARB"). Without limiting the

generality of the foregoing, nothing shall be hung, displayed, installed, affixed or placed upon the exterior of a Property Unit which would affect its exterior appearance in any way, without the prior written consent of the ARB. In general, the Property shall be kept free and clear of unsightly material.

4.11. 7 Landscaping. No Property Unit Owner shall cause anything to be planted or grown outside his Property Unit, such as shrubbery , flowers, trees, vines, grass or other plant life without the prior written consent of the ARB.

4. 11.8 Vehicles and Recreational Equipment. No commercial vehicle, mobile home, motor home, house trailer, camper, boat or boat trailer, recreational vehicle or equipment, horse trailer or the like, including disabled vehicles (collectively, "Recreational Vehicle"), shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the Developer has specifically designated certain spaces for some or all of the above. Notwithstanding the foregoing, an Owner may temporarily park his Recreational Vehicle on the driveway of his Property Unit for no longer than forty-eight (48) hours for the purpose of loading, unloading or other reasonable purpose. This prohibition on parking shall not apply to temporary parking of commercial vehicles used for pick-up, delivery and repair and maintenance of a Property Unit, nor to any vehicles of the Developer. No on-street parking shall be permitted unless approved in writing by the Community Services Association. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Property Unit. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles must be completed within twenty four (24) hours from its immobilization or the vehicle must be removed. The Community Services Association may enforce violations of this provision by having violating vehicles(s) towed from the Property at the owner's sole expense. The Community Services Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

4.11.9 Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted on the Property, except as approved by the Community Services Association, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. The Developer shall not be prohibited from erecting or maintaining such temporary dwellings, model homes and other structures as the Developer may desire for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements or regulations.

4.11.10 Walls and Fences. No wall or fence shall be constructed on any Property Unit until its height, location, design, type, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board of the Community Services Association, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Property Unit unless approved by the Community Services Association.

4.11. 11 Storage Receptacles. Pool Equipment and Outdoor Equipment. All oil tanks, bottled gas tanks and swimming pool equipment and housing must be underground, placed within a walled area or placed within a landscaped area unless approved in writing by the Community Services Association.

4.11.12 Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered

or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal hidden location.

4.11.13 Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Property Unit without the prior written approval of the Community Services Association. The Developer or the Community Services Association may enter upon any Property Unit and remove any sign which violates this section. The restrictions regarding signs set forth in this section shall not apply to the Developer who may utilize, in its sole discretion, signs of any type.

4.11.14 Lighting. No additional exterior lighting of a Property Unit shall be permitted unless approved in writing by the ARB.

4.11.15 Antennas. Aerials. Satellite Dishes. Flagpoles and Flags. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Community Services Association. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Community Services Association, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna. Notwithstanding the foregoing, nothing contained herein shall prohibit the installation of a satellite dish antenna of no more than eighteen inches (18") in diameter, of a color and located so as not to be readily visible from the street or the display of a flag having dimensions of no more than 36 inches by 54 inches, celebrating a season of the year or a recognized holiday or public event, all as shall be approved in writing by the Community Services Association.

4.11.16 Clotheslines and Clothes Drying Areas. No clothing, bedding or other similar items shall be hung over or on any windows, door, walls, or fences unless approved in writing by the Community Services Association. Clotheslines shall not be permitted.

4.11.17 Play Structures and Yard Accessories. All yard accessories and play structures, including basketball hoops or backboards, skateboard or bicycle ramps or similar structures and any other fixed games shall not be permitted without the prior written approval of the Community Services Association.

4.11.18 Supervision of Children. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the River Oaks Lands. Full compliance with the Governing Documents, pool rules and all other rules and regulations of the Community Services Association shall be required of children.

4.11.19 Pets. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, fish, dogs and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All pets must be leashed when outside and shall not be permitted to run loose. Property Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. No other animals, fowls, insects, reptiles or livestock shall be kept or maintained on the Property unless approved in advance by the Community Services Association. No animal, etc. shall be permitted to remain if it disturbs the tranquility of the River Oaks Lands or the Owners or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Community Services Association. With the exception of birds and fish housed in a cage or aquarium within the Property Owner's Unit, no Owner may keep more than three (3) pets on the Property without the approval of the Community Services Association.

4.11.20 Security. The rights of access and use established with respect to the River Oaks Lands and the Common Elements shall be subject to security checks and restrictions. Security personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing that right to the satisfaction of the security personnel may be required to leave (even if such person actually has the right to be where stopped, but is unable to prove such right satisfactorily).

4.11.21 Miscellaneous Use Restrictions.

A. Each Unit Owner's personal property must be stored within his Unit.

B. The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

C. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.

D. Employees or subcontractors of the Community Services Association are not to be engaged by Property Unit Owners for personal errands. The Community Services Association shall be solely responsible for directing and supervising the Community Services Association's employees or subcontractors.

E. A Property Unit Owner who plans to be absent must prepare his Property Unit prior to his departure by designating a responsible firm or individual to care for his Property Unit in his absence. The Owner shall furnish the Community Association with the name(s) of that firm or individual.

F. Beverages in glass containers may not be consumed on the Common Elements

G. Curtains and drapes (including their linings) which face on exterior windows or glass doors of Property Units shall be subject to the Community Service Association's approval. Any curtains or drapes which are not acceptable shall be removed and replaced with acceptable items.

H. No aluminium foil may be placed in any window or glass door of a Property Unit, and no reflective substance may be placed on any glass in a Property Unit except a substance previously approved by the ARB for energy conservation purposes.

4.11.22 Compliance. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted and the provisions of the Governing Documents (all as amended from time to time), to the extent applicable. It is acknowledged and agreed among all Owners that a violation of any of the covenants of this Declaration by an Owner or occupant may impose irreparable harm to the other Owners and occupants. The Community Services Association may suspend, for a reasonable period of time, the right of an Owner or an Owner's tenants, guest or invitees to use the Common Elements and facilities and may levy reasonable fines not to exceed Fifty and No 1100 Dollars (\$50.00) per violation after written notification of such violation is given to the Owner and an opportunity for a hearing as set forth in Section 617.305(2)(a), Florida Statutes (1995). All fines collected shall be used for the benefit of the Community Services Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment.

Any fine imposed by the Board of the Community Services Association shall be construed as non-exclusive and shall exist in addition to all other rights and remedies to which the Community Services Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Community Services Association may otherwise be entitled to recover by law from such Owner.

4.11.23 Effect on the Developer and Institutional Lenders. The restrictions and limitations set forth in this Article shall not apply to the Developer or Institutional Lenders.

ARTICLE V

ARCHITECTURAL REVIEW

5.1 Intent. It is the intent of this Article to assure each Owner that the River Oaks Lands will be developed as a community of quality Residential Property Units; of tasteful and aesthetically pleasing architectural design; constructed with long-lasting materials and high construction standards; harmonious with surrounding structures and topography; and have landscaping and other site improvements consistent with the aesthetic quality of the River Oaks Lands as a whole. Furthermore, it is the intent of this Article that all improvements developed or constructed in River Oaks Lands shall be in conformance with all building, use and other restrictions imposed by the Developer from time to time, and that all Improvements are maintained in a manner consistent with the aesthetic quality of the Improvements as originally approved and constructed in accordance with this Article.

5.2 Architectural Review Board. The Community Services Association will cause to be created a Architectural Review Board (referred to as the "ARB") whose purpose will be to carry out the intent of this Declaration. The ARB shall consist of not less than three (3) nor more than nine (9) members who shall initially be appointed by the Developer. Thereafter, each new member of the ARB shall be appointed by the Board and shall hold office until such time as the member has resigned or has been removed. The Board may remove any member of the ARB at any time without cause.

5.3 Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative(s) (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB. In the absence of such designation, the vote of a majority of the members of the ARB shall constitute an act of the ARB.

5.4 Review of Proposed Development. No alteration of any exterior portion of a Property Unit from its natural state; no construction or alteration of an Improvement; no landscaping or other site improvement; and no alteration or addition to the exterior portion of any Property Unit or to any existing structure or site improvement shall be made on any portion of the Property until the site plan and plans and specifications showing the proposed design, nature, kind, shape, size, color, materials and location of the same shall have been submitted to and approved in writing by the ARB. Prior to making any application to the City of DeBary, the County of Volusia, or any other governmental body or agency for approval of any development plan for any portion of the Property, the Owner shall submit to the ARB such documents and materials as may be required by the ARB (the "Submittals"), including, but not limited to site analysis, schematic landscape plan, floor plans and exterior elevations, color and material samples, landscape plan, and foundation and framing plan. For purposes of this Declaration the term "Submittals" shall include all plans, drawings, plats, pictures, material samples, engineering studies, traffic studies and analysis, specifications and any other documents or information required by the ARB.

5.4.1 Approval of Submittals. The ARB shall approve the Submittals only if it deems that the proposed construction, alterations or additions contemplated

thereby, in the locations indicated: (a) are in compliance with all design, building and use restrictions imposed by this Declaration, or any Community Declaration, or any other design, building and use restrictions which may be adopted by the Developer or the Community Services Association; (b) will not, in the sole opinion of the ARB, be detrimental to the appearance of the River Oaks Lands and that the Improvements in the locations indicated will be in harmony with the surrounding structures; and (c) that, in the sole opinion of the ARB, the Improvements are otherwise desirable. The ARB may condition its approval of the Submittals as it deems appropriate, may charge a fee for its review of the Submittals, and may require submission of additional or revised Submittals or other information prior to giving its approval or disapproval. The ARB may postpone review of any Submittals until it has received all required plans and specifications, and any fee which it may have established.

5.4.2 Approval Process. Once an Owner has provided the appropriate Submittals to the ARB, the ARB must advise the Owner in writing within thirty (30) days that either (1) the Submittals are not complete, specifying what additional information, details or material samples are required; or (2) reject the Submittals specifying the reasons for such rejection; or (3) approve Submittals. If the ARB does not advise the Owner of either (1) or (2) above within said thirty (30) business days, the ARB shall be presumed to have approved the Submittals as submitted.

5.4.3 Governmental Approval. All construction and alterations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

5.4.4 Waiver of Rights. The approval by the ARB of any Submittals, or any other matter requiring the approval, consent, or other action of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposal which may subsequently be submitted for approval or consent.

5.5 Inspection of Property. The ARB shall have the right to enter upon and inspect any portion of the Property at any time prior to, during or after the construction or alteration of an Improvement to assure compliance with this Article.

5.5.1 Non-compliance. If, during any inspection, whether interim, final or thereafter, the ARB finds that the work is or was not performed, or the Improvements are not being or were not constructed in substantial compliance with the approved Submittals; or if during subsequent inspections the ARB notes that previously inspected Improvements are not being maintained in compliance with this Article or with the aesthetic standards or other standards imposed by the ARB; then the ARB shall notify the Owner and the Community Services Association in writing of such non-compliance. The notice shall specify the particulars of non-compliance, and shall demand that the Owner immediately bring such Improvements into compliance.

5.5.2 Community Services Association Action. If correction of the non-compliance is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner until completion, the Community Services Association shall be entitled to seek legal action to force the Owner to complete the construction of improvements substantially in accordance with the Submittals.

The Community Services Association shall also have the right to enter upon the Property Unit, make such corrections or modifications as are necessary to cause the Improvements to be completed substantially in accordance with the approved Submittals, or make such corrections or modifications as are necessary to correct any condition on the Property Unit which is detracting from the value or aesthetics of the Property and/or adjacent Property Units, or if under the circumstances it is more practical to remove incomplete Improvements, remove any Improvements on the Property Unit. The cost of any such corrections, modifications or removal shall remain the obligation of the Owner. If such costs are not promptly reimbursed to the Community Services Association, the Community

Services Association shall levy a Special Assessment against the Property Unit as provided in Article VII.

5.5.3 Non-waiver. If, for any reason, the ARB fails to notify an Owner of any non-compliance, such failure of notice of non-compliance will not relieve the Owner from the requirement to comply with this Declaration.

5.5.4 Certificate of Approval. Upon completion of the Improvements, or upon correction of deficiencies cited by the ARB, the Owner shall notify the ARB in writing to inspect the Improvements. The ARB shall, within ten (10) business days of receiving such notice, make an inspection (interim or final as the case may be) to verify correction or completion of the construction of the Improvements in accordance with the approved Submittals. If the ARB determines that the Improvements have been constructed in accordance with the approved Submittals, the Community Services Association shall issue to the Owner a "Certificate of Approval" in recordable form, executed by an Officer of the Community Services Association with the corporate seal of the Community Services Association affixed.

Until such time as a Certificate of Approval is issued and recorded in the Public Records of Volusia County, Florida, the current Owner and all future Owners of the Property Unit shall be obligated to complete the Improvements in accordance with the approved Submittals. The recording of a Certificate of Approval shall be conclusive evidence that the improvements have been completed in accordance with the approved Submittals, but shall not excuse the Owner from the requirement that future alterations of changes to the improvements be submitted to and approved by the ARB.

5.6 Non liability for Actions. Neither the ARB, nor the Developer, nor the Community Services Association (or any of their members, officers, directors or duly authorized representatives) shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or non-performance of the ARB's duties. The ARB shall review and approve or disapprove all Submittals presented to it for any proposed improvements, alterations or additions solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the particular Property Unit, to the immediate vicinity, and to River Oaks Lands. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of improvements and buildings, landscaping; color schemes, interior and exterior finishes and materials and similar features, but shall not be responsible for reviewing; nor shall its approval of any Submittals be deemed to be an approval of any plan or design from the standpoint of insurability, value, soundness or safety (structural, electrical, mechanical or otherwise), or that it is in conformance with building or other codes.

5.7 Variance. The ARB in its sole discretion may authorize variances from compliance with any of the provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations would prevent or unreasonably restrict the utilization of the site; provided that such variances do not conflict with the design, building or use restrictions imposed by this Declaration, any Community Declarations or any other design, building or use restrictions promulgated by the Developer, unless said design, building or use restrictions specifically grant the ARB the right to give the specific variance. The variance shall be evidenced in writing and signed by a majority of the members of the ARB. If a variance is granted, no violation of this Article shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Article for any purpose except as to the particular Property Unit and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Property Unit including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority, the Developer or any others who may have similar jurisdiction.

5.8 Inconvenience to Owners. Each Owner acknowledges that until construction of Improvements is completed on each Property Unit, and thereafter during periods of alteration to an Improvement on a Property Unit, construction activity will take place within the Property. The Developer and each applicable Owner covenants and agrees to use reasonable efforts to limit the inconvenience to the other Owners resulting from such construction activity. Each such other Owner covenants and agrees to refrain from interfering with such construction activity.

5.9 The Developer's Exemption. The Developer shall be exempt from the provisions of this Article. The Developer shall not be obligated to obtain ARB approval for any construction or changes in construction or alterations to existing buildings, or other improvements which the Developer may elect to make at any time.

Article VI **EASEMENTS**

6.1 Grant of Easements. The Developer hereby grants the following

6.1.1 Right of Way. A nonexclusive perpetual easement over and upon any private Streets for ingress, egress and access to and from, through and between the Property and publicly dedicated Streets and from portions of the Property to other portions of the Property in favor of (1) all Owners, (2) all officers, members of the Board, agents, employees, lessees, invitees or other designees of the Developer or the Community Services Association or the Community Associations, and (3) all governmental and quasi-governmental agencies and service entities having jurisdiction over River Oaks Lands, while engaged in their respective functions.

6.1.2 Right to Enter Upon the Property. An easement for ingress, egress and access in favor of the Developer, the Community Services Association, and all officers, members of the Board, agents, employees, or other designees of the Developer or the Community Services Association, and all employees or agents of any governmental or quasi-governmental body or agency, to enter upon each Residential Property Unit, Common Elements or other portions of the Property for the purpose of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner, Community Association, or the Community Services Association, as applicable, including, but not limited to, the Community Services Association's obligation to maintain and repair the Drainage Areas and Drainage Easements associated therewith. Such easement shall include an easement in favor of the Community Services Association and the Developer to enter upon the Common Elements now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which the Developer or the Community Services Association hereafter redesignate them or otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the Community Services Association or the Developer to maintain, repair, or construct any Improvement which an Owner is required to maintain, construct or repair.

6.1.3 Drainage. A nonexclusive easement shall exist in favor of the Developer, the Community Services Association, and their employees, or other designees, all employees or agents of any governmental or quasi-governmental body or agency, the Community Association and the Owners for the use of Drainage Areas established throughout the River Oaks Lands and an easement for ingress, egress and access to enter any portion of the Property in order to construct, maintain and/or repair any Drainage Area and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may obstruct or retard the flow of water through Drainage Areas or otherwise interfere with any easement provided for in this Article.

6.2 Reservation of Easements. The Developer, so long as the Developer owns any portion of the Property within River Oaks Lands, and the Community Services Association thereafter, retain the right to grant easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for River Oaks Lands, for the purpose and uses hereinafter specified.

6.2.1 Utility and Governmental Services Easements. A nonexclusive easement to provide for installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, security, gas, water, sewer, garbage, drainage and other utilities and governmental service, including police and fire protection, and postal service, including rights of ingress, egress and access for persons and equipment necessary for such purposes for the benefit of the Developer and the Community Services Association and all appropriate utility companies, agencies, franchises or governmental agencies.

6.2.2 Easement for Encroachments. An easement for encroachment in favor of the Developer, the Community Services Association, the Community Associations, the Owners, and all persons entitled to use that portion of the Property in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. An easement for the maintenance and use of the encroaching improvements in favor of the Developer, the Community Services Association, the Community Association, the Owners and all their designees.

6.3 Assignments. The granting of easements reserved by the Developer may be assigned by the Developer in whole or in part to the Community Services Association, any town, county or state government or agency thereof, or any duly licensed or franchised public or quasi-public utility, or any other designee of the Developer. Specifically, the Community Services Association shall have the right to grant the easement described in Section 6.2 after the Developer no longer owns any portion of the Property.

ARTICLE VII **ASSESSMENTS**

7.1 Responsibility. Each Owner shall be responsible for the payment of Assessments for Common Expenses to the Community Services Association as hereinafter provided. Assessments for Common Expenses attributable to Property Units under the jurisdiction of a Community Association may be collected by the Community Services Association or the Community Associations (if the responsibility for the collection of Assessments is delegated to the Community Associations) even though such Assessments are the responsibility of the Owners of those Property Units.

7.1.1 Initial Assessments. Upon purchasing a Property Unit from the Developer, each purchaser shall pay to the Association an amount equal to twice the first monthly periodic assessment which he will be required to pay with respect to that Property Unit. Each such amount will be held by the Association as an operating reserve and may be used and applied from time to time to meet deficits or for such other purposes as the Association determines. The payment of this initial assessment shall not operate to relieve the purchaser from commencing payment of regular periodic assessments for Common Expenses as provided herein.

7.2 Determination of Assessments for Common Expenses. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Community Services Association during the fiscal year. In determining the budget for any fiscal year, the Board may take into account Common Elements, Property Units and proposed Improvements that may be created by the addition of property to the Property in accordance with Article II during the fiscal year. The Board shall then establish the Assessment for Common

Expenses per Property Unit based on the total number of Residential Property Units. The Community Services Association shall then promptly notify all Owners in writing of the amount, frequency, and due dates of the Assessment for Common Expenses for each Property Unit. From time to time during the fiscal year, the Board may revise the budget for the fiscal year. Pursuant to the revised budget the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses for each Property Unit. If the expenditure of funds is required by the Community Services Association in addition to funds produced by the regular Assessments for Common Expenses, the Board may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any Special Assessment for Common Expenses.

7.3 Payment of Assessments for Common Expenses. Each Owner shall be required to and shall pay to the Community Services Association an amount equal to the Assessment, or instalment, for Common Expenses for each Property Unit(s) within the Property then owned by such Owner on or before the date each Assessment, or instalment, for Common Expenses is due. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice from the Community Services Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the Community Services Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

7.3.1 Assessments for Common Expenses While the Developer Appoints a Majority of the Board. Notwithstanding anything contained in this Article VII to the contrary, during the period when the Developer appoints a majority of the Board, the Developer shall have the option to either (a) subsidize the excess of Common Expenses over the Assessments for Common Expenses but not pay any Assessments for Common Expenses for any Property Units owned by the Developer; or (b) pay Assessments for any Property Units owned by the Developer in the same manner as all other Owners.

7.4 Reserve Assessments. The Board may levy assessments other than annual operating assessments (referred to herein as "Reserve Assessments" or "Special Assessments" as the case may be) at any time to exercise its responsibilities as provided in this Declaration. Reserve Assessments may be levied for the purpose of defraying the cost of deferred maintenance of the Common Elements, amenities, paving and capital improvements. Reserve Assessments shall be collected in the same manner as Common Expenses. The Reserve Assessment shall be levied against all Property Units, including Property Units owned by the Developer.

7.5 Special Assessments. A Special Assessment may be levied in the event that the Assessment for Common Expenses is insufficient to pay the Common Expenses for the fiscal year; or in the event that the Community Services Association Reserve Assessments are insufficient to cover necessary expenditures for capital improvements or replacement; or to retire indebtedness incurred to improve the Common Elements; or any other purposes that relate to the Members of the Community Services Association. Special Assessments shall be collected in the same manner as Common Expenses. Also, a Special Assessment may be levied by the Community Services Association against an individual Property Unit of an Owner for any violation of this Declaration, as authorized herein.

7.6 Monetary Defaults and Collection of Assessments

7.6.1 Interest. If any Owner is in default in the payment of any Assessment for more than ten (1 a) days after same is due, or in the payment of any other

monies owed to the Community Services Association for a period of more than ten (10) days after written demand by the Community Services Association, the Community Services Association may charge such Owner interest at the highest rate permitted by the laws of Florida on the amount owed to the Community Services Association. Such interest shall accrue from the due date of the Assessment, Special Assessment, or the monies owed.

7.6.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessment which shall also include Reserve Assessments and Special Assessments or any other monies owed to the Community Services Association for more than ten (10) days after written demand by the Community Services Association, the Community Services Association shall have the right to accelerate and require such defaulting Owner to pay to the Community Services Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, Reserve Assessments and for all Special Assessments, and/or all other assessments and monies payable to the Community Services Association.

7.6.3 Collection. In the event any Owner fails to pay any Assessment, Reserve Assessment, Special Assessment (hereafter collectively referred to as "Assessments") or other monies due to the Community Services Association within ten (10) days after written demand, the Community Services Association may take any action deemed necessary in order to collect such Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments or monies, initiating legal proceedings for the collection of such Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Community Services Association for all costs and expenses incurred by the Community Services Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the Developer and/or the Community Services Association, and all sums paid by the Community Services Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Community Services Association's lien. The Community Services Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it, and if the Community Services Association becomes the Owner of any Property Unit by reason of such foreclosure, it shall offer such Property Unit for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments or monies due it. All payments received by the Community Services Association on account of any Assessments or monies owed to it by any Owner shall be first applied to payments and expenses incurred by the Community Services Association, then to interest, then to any unpaid Assessments, Reserve Assessments, Special Assessments or monies owed to the Community Services Association in the inverse order that the same were due.

7.6.4 Lien for Assessments and Monies Owed to Community Services Association. The Community Services Association shall have a lien on all property owned by an Owner for unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Community Services Association by such Owner, and for interest, reasonable attorneys' fees incurred by the Community Services Association incident to the collection of the Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the Developer and/or the Community Services Association, and for all sums advanced and paid by the Community Services Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Community Services Association's lien. To give public notice of the unpaid Assessment or other monies owed, the Community Services Association may record a claim of lien in the Public Records of Volusia County, Florida, stating the description of the Property Unit(s), and name of the Owner, the amount

then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Community Services Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

7.6.5 Transfer of a Property Unit after Assessment. The Community Service Association's lien shall not be affected by the sale or transfer of any Property Unit. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest and other costs and expenses owed to the Community Services Association which are attributable to any Property Unit purchased by or transferred to such new Owner.

7.6.6 Subordination of the Lien to Mortgages. The lien of the Community Services Association for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the Community Services Association. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the Developer, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the Community Services Association's lien or its rights to any lien for any such Assessments interest, expenses or other monies owed to the Community Services Association by any Owner is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer and its successors and assigns.

7.7 Certificate as to Unpaid Assessments or Default. Upon written request by any Member, or Owner, or an Institutional Lender holding a mortgage encumbering any Property Unit, the Community Services Association shall execute and deliver within ten (10) days a written certificate as to whether or not such Owner is in default with respect to the payment of any Assessments, Reserve Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration

7.8 Exempt and Partially Exempt Property.

7.8.1 The following portions of the Property are exempt from the payment of any Assessments:

- A. Any property owned by or leased to the Community
- B. The Common Elements.
- C. Community Common Elements,

ARTICLE VIII
TAXES AND INSURANCE

8.1 Taxes. The Community Services Association shall pay all real and personal property taxes and assessments for any property owned or maintained by the Community Services Association as a Common Expense.

8.2 Insurance. The Community Services Association shall purchase insurance as a Common Expense as follows:

8.2.1 Hazard Insurance. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard all risk endorsement covering one

hundred percent (100%) of the current replacement cost of all Common Elements and property owned by the Community Services Association, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Community Services Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damage or destroyed property without the approval of the Board.

8.2.2 Liability Insurance. Comprehensive General Liability Insurance protecting the Community Services Association from claims for bodily injury, death or property damage providing for coverage of \$11,000,000 for any single occurrence and \$5,000,000 in the aggregate, or in such amounts as the Board, in its sole discretion, deems reasonable and necessary. If the Community Services Association is not able to obtain such insurance in the amounts stated, the Board shall obtain insurance in such lesser amounts as can be obtained.

8.2.3 Fidelity Bonds. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the Community Services Association, covering the maximum funds that could reasonably be in the custody or control of the Community Services Association or any managing agent.

8.2.4 Officers and Directors Insurance. Officer and Director liability insurance and liability insurance for members of committees and boards appointed by the Board, if available, and for Members of the Community Services Association, if available, as shall be determined by the Board to be required or beneficial for the protection of the Members of the Board, the officers of the Community Services Association, the members of committees and boards appointed by the Board, and the Members of the Community Services Association.

8.2.5 Other Insurance. Such other forms of insurance and coverages and in such amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Elements and any improvements now or hereafter located thereon or in the best interests of the River Oaks Lands.

8.2.6 Cancellation Notice. To the extent possible, all insurance purchased by the Community Services Association must include a provision requiring as much advance written notice as is possible to the Community Services Association before the insurance can be cancelled or the coverage reduced for any reason.

8.2.7 Deductible. Any deductible or exclusion under the policies shall be a Common Expense and shall be approved by the Board

ARTICLE IX **DEVELOPER'S RIGHTS AND VETO POWER**

9.1 Developer's Rights. The Developer hereby reserves to itself, and the grantee of any Property Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members or Owners, so long as the Developer owns any property in River Oaks Lands, including property owned by the Developer as the result of any reconveyance of the property, or until the Developer causes to be recorded in the Public Records of Volusia County, Florida, a Certificate of Termination of Interest in the River Oaks Lands, which Certificate terminates any and all right, title, interest and obligation of the Developer in the operation and control of the Community Services Association:

9.1.1 The right to plat, replat or withdraw any property from the Property subject to this Declaration, provided that the Developer Owns all property which is subject to the plat or add any area to the Property by subsequent amendment.

9.1.2 The right to dispense pesticides throughout the Property.

9.1.3 The right to establish easements for itself over any portion of the Property which is owned by the Developer.

9.1.4 The right to convey, in whole or in part, any easements granted in favor of the Developer, as created in this Declaration or as recorded in the Public Records of Volusia County, Florida, which pertain to the River Oaks Lands.

9.1.5 The right to approve any Community Declaration, any amendment(s) thereto and any Governing Documents related to any Community Association.

9.1.6 The right to maintain Property Units if the Community Service Association, Community Associations or Owners fail to do so, including, wherever there shall have been built on any Property Unit any structure or improvement which is in violation of this Declaration, the right to enter in and upon the Property Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Owner.

9.1.7 The right to maintain an easement for construction staging purposes across any Property Unit.

9.1.8 The right to enter or alter and amend any agreements between the Developer and the City of DeBary and Volusia County reasonably necessary to develop the River Oaks Lands.

9.1.9 The right to conduct the development, marketing and sale of the Property Units in the River Oaks Lands including the right to maintain model residences, the right to lease Residential Property Units owned by the Developer, the right to provide overnight accommodations to prospective purchasers, the right to hold promotional social functions and parties, and such other events as may be deemed appropriate by the Developer.

9.1.10 The right to construct and maintain a sales center in the River Oaks Lands and to erect signs to conduct marketing and sales throughout the River Oaks Lands.

9.1.11 During the time the Developer is engaged in the sale of any portion of the Property, the right to install and maintain radio communications and cable television systems.

Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Community Services Association in accordance with the Governing Documents, or until such earlier time as is determined by the Developer, in the Developer's sole discretion. In the event the Developer shall enter into any contracts or other agreements for the benefit of the Members or the Community Services Association, the Developer may, at its option, assign its obligations under the agreements to the Community Services Association, and in such event, the Community Services Association shall be required to accept such obligations.

9.2 Veto Power. The Developer hereby expressly reserves to itself, and all Owners hereby agree, by acceptance of a deed of conveyance to any Property Unit thereto, that the Developer shall have the right to veto any or all of the following events so long as the Developer owns any portion of the Property, including any portion of the Property owned by the Developer as the result of any reconveyance of such portion of the Property, or until the Developer causes to be recorded a Certificate of Termination of Interest in the River Oaks Lands, which Certificate terminates any and all rights the Developer has reserved in this Declaration:

9.2.1 Any or all Community Services Association budgets, annual or otherwise, which constitute an increase or reduction of at least fifteen percent (15%), over the prior year's budget.

9.2.2 Approval or disapproval by the ARB of any documents or materials pertaining to any Improvement within the River Oaks Lands.

9.2.3 Any attempted resubdivision of the River Oaks Lands.

9.2.4 Any attempted amendment of this Declaration or any Community Declaration or any Governing Documents.

9.2.5 Any management contracts entered into by the Community Services Association or the Board.

9.2.6 Any reduction made to any security system at the River Oaks

Lands

9.2.7 Any attempted relocation or removal of any recreational facilities or amenities, or of the sales center(s), at the River Oaks Lands.

9.2.8 Any Special Assessment which is imposed by the Community Services Association on Property Units owned by the Developer

9.2.9 Any settlement of any claim made by the Community Services Association to collect upon any policy of casualty insurance which insures the Common Elements, and any settlement of any claim made by a Community Association to collect upon any policy of casualty insurance which insures Community Common Elements.

9.2.10 Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property.

9.2.11 Any attempted dissolution of the Community Services Association by a vote of the Members of the Community Services Association and any attempted dissolution of any Community Association.

9.2.12 Any attempted dedication of any portion of the Common Elements to the City of DeBary, the County of Volusia or other governmental entity.

9.3 Certificate of Termination of Interest in the River Oaks Lands. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the Developer may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the Developer in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the Board; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; (4) all rights set forth in subsection 9.1; and (5) all veto powers set forth in subsection 9.2. Such election shall be evidenced by the execution by the Developer and the recording in the Public Records of Volusia County, Florida, of an instrument entitled Certificate of Termination of Interest in River Oaks Lands. Immediately upon the recording of such Certificate, and so long as the Developer does own at least a Property Unit, the Developer shall become a Member with no more rights or obligations in regard to the River Oaks Lands than those of any other Owner of a Property Unit. The number of votes attributable to the Developer shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other Owner.

ARTICLE X **ENFORCEMENT OF NONMONETARY DEFAULTS**

10.1 Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the non-payment of any Assessment, Reserve Assessment, Special Assessment or other monies) of any of the provisions of this Declaration, or the Governing Documents, the Community Services Association shall notify the Member or Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after the receipt of such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Community Services Association may, at its option:

10.1.1 Suspension and Fine. Suspend, for a reasonable period of time, the rights of a Member, an Owner, or their tenants, guests, or invitees to use the Common Elements and facilities and may levy reasonable fines, not to exceed fifty dollars (\$50.00) per violation against any Member, Owner, tenant, guest or invitee. A fine or suspension may not 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) Members appointed by the Board who are not officers, directors, or employees of the Community Services Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee must approve any fine or suspension by a majority vote.

10.1.2 Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

10.1.3 Damages. Commence an action to recover damages; and/or

10.1.4 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration.

10.2 Expenses. All expenses incurred by the Community Services Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable Owner, and shall be due upon written demand by the Community Services Association and collectible as any other Special Assessment under this Article or Article VII.

10.3 No Waiver. The failure of the Community Services Association to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the Community Services Association to enforce such right, provisions, covenant or condition in the future

10.4 Rights Cumulative. All rights, remedies and privileges granted to the Community Services Association pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Community Services Association from exercising the same or from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

10.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the Developer or the Community Services Association 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 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. In addition to the foregoing, any Community Association or Owner shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Community Association or Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

10.6 Certificate as to Default. Upon written request by any Member, Owner, or an Institutional Lender holding a mortgage encumbering any Property Unit, the Community Services Association shall execute and deliver a written certificate within ten (10) days as to whether or not such Member or Owner, and any applicable Community Association having jurisdiction over the Owner's Property Unit, is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI **INDEMNIFICATION**

11.1 Indemnification of Officers, Members of the Board or Agents. The Community Services Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the Board, employee, Officer or agent of the Community Services Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Community Services Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Community Services Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Community Services Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

11.1.1 To the extent that a member of the Board, Officer, employee or agent of the Community Services Association is entitled to indemnification by the Community Services Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.1.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Community Services Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the Board, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Community Services Association as authorized in this Article.

11.1.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be

entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, Officer, employee or agent and shall inure of the heirs, executors and administrators of such Person.

11.1.4 The Community Services Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the Board, Officer, employee or agent of the Community Services Association, or is or was serving at the request of the Community Services Association as a member of the Board, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Community Services Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Assignment of Rights and Duties to Community Services Association. The Developer may at any time assign and delegate to the Community Services Association all or any portion of the Developer's rights, title, interest, duties or obligations created by this Declaration or the Community Declarations. It is understood that the Community Services Association has been formed as a master property owners association in order to effectuate the intent of the Developer for the proper development, operation and management of the River Oaks Lands. Wherever herein the Developer or the Community Services Association, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by either the Developer or the Community Services Association until such time as the Developer has recorded a Certificate of Termination of Interest in the River Oaks Lands. Thereafter, all rights, duties and obligations of the Developer shall be administered solely by the Community Services Association in accordance with procedures set forth herein and in the Governing Documents.

12.2 Waiver. The failure of the Developer or the Community Services Association to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the Developer or the Community Services Association has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the Developer or the Community Services Association may be cancelled or withdrawn at any time by the party giving the waiver.

12.3 Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

12.4 Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Declaration, unless within such time, one hundred percent (100%) of the Members of the Community Services Association execute a written instrument declaring a termination of this Declaration. After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the Community Services Association execute a written instrument declaring a termination of this Declaration. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of

Volusia County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Developer so long as the Developer owns any portion of the Property.

12.5 Amendments of this Declaration. Until the Developer no longer owns any portion of the Property, including any portion of the Property owned by the Developer as a result of any reconveyance of such portion of the Property, or until the date when the Developer records a Notice of Termination of Interest in the River Oaks Lands, whichever shall first occur, the Developer may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Volusia County, Florida, executed by the Developer only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the Members as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the Community Services Association; provided, however, that so long as the Developer owns any portion of the Property and has not recorded the Notice of Termination, no amendment shall be effective without the Developer's express written joinder and consent.

12.6 Dedication to Public. Until such time as title to the Common Elements is conveyed to the Community Services Association the Developer shall have the sole and absolute right at any time, without necessity of approval by the Community Services Association, and upon the approval of the City Council of the City of DeBary, Volusia County, Florida, and, to the extent necessary, the Board of County Commissioners of Volusia County, Florida, to dedicate to the public all or any part of the Common Elements as well as any other portion of the Property deemed appropriate by the Developer. Said dedication will not relieve the Community Services Association from the obligation to maintain the Improvements located therein where said Improvements will not be maintained at the expense of the general public.

12.7 Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the Board. A determination by the Board with respect to any dispute shall be final and binding on all parties concerned. However, any use by the Developer and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

12.8 Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Volusia County, Florida. Any action or suit brought by or against Owners who constitute all of the members of a specific Community Association may be brought or defended by such Owners in the name of said Community Association and any process, notice of motion or hearing, or other application to any court or judge thereof that is served upon such Community Association in connection therewith shall be binding upon such Owners for all purposes without the necessity of individual service.

12.9 Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

12.10 Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

12.11 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Community Services Association and the Articles of Incorporation shall take precedence over the Bylaws.

12.12 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed,

post-paid, to the last known address of the person who appears as Member or Owner on the records of the Community Services Association at the time of such mailing.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

Signed sealed and delivered
In the presence of:

PINNACLE INVESTMENT PARTNERS II

Print Name: Stephanie Wisnewski
John C. Gray, Jr., President

By: _____

Richard Carlson

CORPORATE SEAL

State of FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of January, 1999, by John C. Gray Jr., as President of Pinnacle Investment Partners II Inc., a Florida Corporation.

Signature Notary Public

Stephanie Wisnewski
Print Notary Public Name
My Commission Expires: _____
Commission No: _____
Personally Known or
AFFIX NOTARY STAMP
Type of Identification Produced

Product Identification

JOINDER AND CONSENT

The undersigned hereby joins in and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for the River Oaks Lands.

Signed, sealed and delivered
In the presence of:

Print Name:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of DECEMBER, 1997, by DAVID S. PRATT -, as VICE PRESIDENT of AMSOUTH BANK.

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Mostly a Notary Page

EXHIBIT "A"

THE RIVER OAKS LANDS

All of Lot # 9 through 26 inclusive of Unit .1, PLANTATION ESTATES, according to a map thereof as recorded in Map Book 19, Page 125, Public Records of Volusia County, Florida, and being vacated as per recording in Official Records Book 259, Page 0028, Public Records of Volusia County, Florida, also including that part of Unit 3, Plantation Estates, according to a map thereof as recorded in Map Book 11, Page 185, Public Records of Volusia County, Florida, and being vacated as per recording in Deed Book 412, Page 372, Public Records of Volusia County, Florida, being more particularly described as follows: The Point of Commencement being a concrete monument, as a permanent reference monument of Lot 4 of said Plantation Estates, Unit .1, Run thence S-76.15'05" - a distance of 362.48 feet along the South Right-of-Way line of Hickory Street, to the Point of Beginning, Said point being the Northeast corner of Lot 9 aforesaid Unit 41, Run thence S-02.50' 00"-W, a distance of 482.59 feet to the shore line of the DeBary Bayou, Thence meandering TO the Shore line of the DeBary Bayou, with the following 24 calls, (11) Thence S-64-56' 49.-W, a distance of 112.82 feet, (2) Thence S-75' 36' 39", a distance of 118.66 feet (13) Thence S-85-20'19.-W, a distance of 116.66 feet, (14) Thence S-83-7'20.-W, a distance of 11.34 feet (15) Thence S-8.25'31.-W, a distance of 123.28 feet, (6) Thence-S-87.21'01"- W, & distance of 115.22 feet, (17) Then c. N-88-40'11.-W, A distance of 119.53 feet, (18) Thence N-76.43'06.-W, & distance of 118.72 feet, (9) Thence N-72-40'48.-W, A distance of 116.48 feet, (10) Thence N-61.55'47.-W, a distance of 133.16 feet, (11) Thence N-5.58'31.-W, a distance of 97.98 feet, (12) Thence N-83.05'40.- W, a distance of 77.22 feet, (13) Thence S-77-35'34.-W, a distance of 88.12 feet (14) Thence S-68.04'16.-W, A distance of 112.81 feet, (15) Thence S-30-28'11.-W, & distance of 117.37 feet, (16) Thence S-84-18'19.-W, A distance of 8.41 feet (17) Thence S-88.59'52.-W, a distance of 93.26 feet, (18) Thence S-58-28'17.- W, a distance of 91.60 feet (19) Thence S-62°43'27.-W, & distance of 90.18 feet (20) Thence S-30.28'41.-W, A distance of 130.06 feet, (21) Thence S-38-1.02.-W, a distance of 109.95 feet (22) Thence S-57-46'09.-W, a distance of 101.22 feet (23) Thence S-54.33'19.-W, A distance of 88.07 feet (24) Thence N-70-31'20.-W, A distance of 202.99 feet Run thence N-11-9'00.-W, a distance of 289.24 feet to the Southerly Right-of-Way of Dirksen Drive as maintained by the Volusia County Engineering Department; Run thence N-65-26' 34" - E, A distance of 760.02 feet to the point of curve, being concave to the Southeast, having a radius of 1156.08 feet Run thence a distance of 216.73 feet along the curve, through & central angle of 10-44' 28", to the point of tangency, Run thence along said Southerly Right-of-Way, N-76 '11' 01"-E, a distance of 1521.81 feet Run thence S-09-52'00.-E, a distance of 147.13 feet Run thence N-76'19'00"-E, A distance of 60.13 feet to the Point of Beginning, Containing 24.24 Acres, more or less.