

**NOTICE OF PRESERVATION OF DECLARATION OF
COVENANTS AND RESTRICTIONS OF
RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.
PURSUANT TO FLORIDA STATUTES CHAPTER 712**

Notice is hereby given that Rivergreen Villas Property Owners' Association, Inc., Rivergreen Cir, Port St Lucie, FL (address), files this Notice of Preservation of the Supplementary Declaration of Covenants and Restrictions, as recorded in Official Records Book 296, Page 140, and amended at Official Records Book 427, Page 1545, OR Book 497, Page 131, OR Book 505, Page 166, OR Book 731, Page 1731, OR Book 789, Page 275, OR Book 1089, Page 1096, OR Book 1199, Page 1760, OR Book 1228, Page 2241, OR Book 1329, Page 2375 and OR Book 2586, Page 1631 St. Lucie County, Florida public records. The property affected by this Declaration is more specifically described on Exhibit "A" attached hereto.

Attached hereto as Exhibit "B" is an Affidavit executed by a member of the Board of Directors of the Association affirming that the statement required by Florida Statute §712.06(1)(b)(2004) has been mailed to all members of the Association.

Attached hereto as Exhibit "C" is a true and accurate copy of the Supplementary Declaration of Covenants and Restrictions and all amendments thereto. Please note the undersigned certifies that the filing of this notice was authorized by a vote of at least two-thirds (2/3) of the members of the Board of Directors of the Association.

WITNESSES AS TO PRESIDENT:

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

Doraine H. Forte
Printed Name: DORAIN H. FORTE

By: Grace A. Meyer
Grace A. Meyer, President

Hillary Madison
Printed Name: Hillary Madison

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me on Oct 8, 2008, by Grace A. Meyer, as President of Rivergreen Villas Property Owners' Association, Inc., who is personally known to me, or who has produced identification [Type of Identification: _____]

Notarial Seal

NOTARY PUBLIC-STATE OF FLORIDA
C. F. Shawver
Commission # DD614402
Expires: DEC. 28, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

C. F. Shawver
Notary Public

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3265301 10/10/2008 at 08:52 AM
OR BOOK 3022 PAGE 1451 - 1535 Doc Type: REST
RECORDING: \$724.00

WITNESSES AS TO SECRETARY:

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

Dominique H. Forte
Printed Name: DOMINIQUE H. FORTE

By: *Anita Sanchez*
ANITA SANCHEZ, Secretary

Hillary Madison
Printed Name: Hillary Madison

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on Oct 8, 2008
by Anita Sanchez, as Secretary of Rivergreen Villas Property
Owners' Association, Inc., [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal

NOTARY PUBLIC-STATE OF FLORIDA
C. F. Shawver
Commission # DD614402
Expires: DEC. 28, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

C. F. Shawver
Notary Public

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERGREEN VILLAS

The following is a proposed amendment to Article VI, Section 4 of the Amended and Restated Declaration of Covenants and Restrictions for Rivergreen Villas. Underlining indicates new language. Strikethrough indicates deletion of existing language.

ARTICLE VI
Covenants for Assessments

Section 4. Basis and Maximum of Annual Assessments. From the date of commencement of the annual assessments, the assessments shall be in an amount reasonably established by the Board of Directors to discharge the costs and expenses of the Association and more particularly for the purposes set forth in Section 2 of this Article. Provided, however, that the annual assessment may not be ~~adjusted~~ increased by the Board of Directors ~~not more often than every other fiscal year and provided that such adjustment may not result in increasing the annual assessment~~ by more than ten percent (10%) from the previous annual assessment without the approval of ~~a majority of the membership~~ at least sixty percent (60%) of those members present and voting either in person or by proxy at a meeting called at least in part for such purpose. The assessments levied shall be uniform for each lot or dwelling unit, provided, however, that the Board of Directors may add the actual cost for any exterior maintenance of any unit, performed by the Association pursuant to Article VIII hereof, to the annual assessment of such unit.

RESOLUTION OF THE BOARD OF DIRECTORS
OF
RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS the Declaration of Covenants and Restrictions for Rivergreen Villas was recorded in the public records of St. Lucie County, Florida at Official Records Book 229, Pages 363, et. seq., and as supplemented at Official Records Book 296, Pages 140, et. seq.; and

WHEREAS the Board of Directors of the Association determined to present an Amended and Restated Declaration of Covenants and Restrictions for Rivergreen Villas to the membership for approval; and

WHEREAS several members of the Association expressed concern regarding the application of the amendment set forth in Article X Section 1 of the Amended and Restated Declaration of Covenants and Restrictions for Rivergreen Villas which provides that

to preserve the residential nature of the Rivergreen Villas community, no person, corporation, partnership, trust or other legal entity may offer for rental more than one (1) Living Unit in Rivergreen Villas. This restriction will apply to any legal entity in which a person who is otherwise an owner of a Living Unit at Rivergreen Villas holds any legal or equitable interest,

and

WHEREAS it was and is intended by the Board of Directors of the Association that the amendments set forth in Article X, Section 1 of the Amended and Restated Declaration of Covenants and Restrictions for Rivergreen Villas would apply prospectively only; and

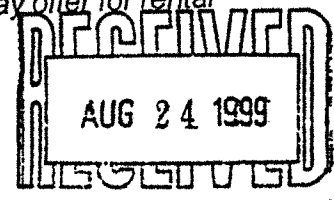
WHEREAS the Association represented to the membership that the amendments set forth in Article X, Section 1 of the Amended and Restated Declaration of Covenants and Restrictions for Rivergreen Villas would apply prospectively only, and the membership relied on such representation in voting on the provisions of the Amended and Restated Declaration;

NOW THEREFORE, it is resolved as follows:

1. The provisions of Article X, Section 1 of the Amended and Restated Declaration of Covenants and Restrictions for Rivergreen Villas which provides that

to preserve the residential nature of the Rivergreen Villas community, no person, corporation, partnership, trust or other legal entity may offer for rental more than one (1) Living Unit in Rivergreen Villas

RECORD & RETURN TO:
Cornett, Gooze, Ross & Earle, P.A.
P.O. Box 66 (L)



will only be applied prospectively, and therefore Rivergreen Villas Property Owners' Association, Inc., members who offered more than one (1) Living Unit in Rivergreen Villas for rental prior to the effective date of the Amended and Restated Declaration of Covenants and Restrictions may continue to do so in the future. However, members who did not offer more than one (1) Living Unit in Rivergreen Villas for rental as of the effective date of the Amended and Restated Declaration may not do so in the future.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and Secretary and its corporate seal affixed on this 25 day of MAY, 1999.

Witnesses:

RIVERGREEN VILLAS PROPERTY OWNERS ASSOCIATION, INC.

W.D. Davidson
Witness # 1 name printed: WALTER S. DAVIDSON

By: Edward T. Perce
Its President

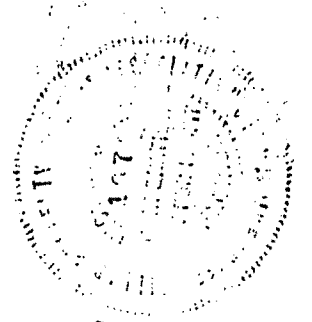
Catherine Holmes
Witness # 2 name printed: Catherine Holmes

By: Thomas F. Strickland
Its Secretary

Brona Hazel
Witness # 1 name printed: BRONA HAZEL

Catherine Holmes
Witness # 2 name printed: Catherine Holmes

CORPORATE SEAL:



STATE OF FLORIDA
COUNTY OF MARTIN ST. LUCIE

The foregoing instrument was acknowledged before me on 5/25/, 1999, by EDWARD T. PERCE as President of Rivergreen Property Owners' Association, Inc., who is personally known to notary, or produced _____ as identification.

George E. Urgo
Notary Public
notary stamp: George E. Urgo
My Commission CC728630
Expires March 29, 2002

STATE OF FLORIDA
COUNTY OF MARTIN ST. LUCIE

The foregoing instrument was acknowledged before me on 5/25/, 1999, by THOMAS F. STRICKLAND as Secretary of Rivergreen Villas Property Owners' Association, Inc., who is personally known to notary, or produced _____ as identification.

George E. Urgo
Notary Public
notary stamp: George E. Urgo
My Commission CC728630
Expires March 29, 2002

CERTIFICATE

Rivergreen Villas Property Owners' Association, Inc., by its duly authorized officers, hereby certifies that the foregoing Resolution was duly and regularly adopted and passed by vote sufficient for approval by the Board of Directors at a Board Meeting held on May 3 1999.

Witnesses:

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

W.D. David

Witness # 1 name printed: WAMES S. DAVIDSON

By [Signature]
Its President

Catherine Holmes

Witness # 2 name printed: Catherine Holmes

By Thomas F. Strickland
Its Secretary

Evoza Hazel

Witness # 1 name printed: EVOZA HAZEL

Catherine Holmes

Witness # 2 name printed: Catherine Holmes



STATE OF FLORIDA
COUNTY OF MARTIN

CORPORATE SEAL:

The foregoing instrument was acknowledged before me on 5/25, 1999, by EDWARD T. TIERCE as President of Rivergreen Property Owners' Association, Inc., who is personally known to notary, or produced _____ as identification.

[Signature]
Notary Public
notary stamp: George E. Urgo
My Commission CC728630
Expires March 29, 2002

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 5/25, 1999, by THOMAS F. STRICKLAND as Secretary of Rivergreen Villas Property Owners' Association, Inc., who is personally known to notary, or produced _____ as identification.

[Signature]
Notary Public
notary stamp: George E. Urgo
My Commission CC728630
Expires March 29, 2002

-Last Page-
Record and Return to:
Comett, Googe, Ross & Earle, P.A.
Post Office Box 66
Stuart, Fl 34995

(2)

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1726687 OR BOOK 1228 PAGE 2221
Recorded: 06-10-99 10:59 A.M.

**AMENDED AND RESTATED
BY-LAWS
OF
RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.**

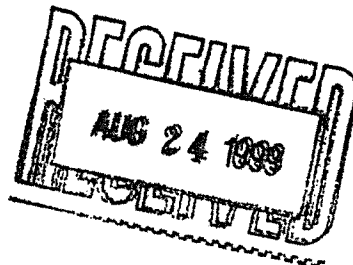
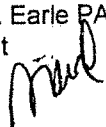
The purpose of these Amended and Restated By-Laws is to continue the purposes of these By-Laws as originally promulgated by the Developer.

**ARTICLE I
Definitions**

Section 1. "Association shall mean and refer to RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to those certain parcels of land described on Pages 1A and 1B and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2 herein.

Record & return to:
Cornett, Gooze, Ross & Earle PA
401 East Osceola Street
Stuart, FL 34994



**ARTICLE II
Location**

Section 1. The principal office of the Association shall be located at 1402 SE Larkwood Circle, Port St. Lucie, Florida 34952, or at some other location within the County as determined by the Board of Directors from time to time.

**ARTICLE III
Membership**

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The rights of membership are subject to the payment of annual assessments and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article VI of the Amended and Restated Declaration of Covenants and Restrictions to which The Properties are subject.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Directors during

the period when the assessments remain unpaid in accordance with applicable Florida law; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days, in accordance with applicable Florida laws.

ARTICLE IV
Voting Rights

Section 1. The Association shall have one class of voting members. Members shall be those owners as defined in Article III, Section 1. Members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1 of Article III. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

ARTICLE V
Property Rights and Rights of Enjoyment
of Common Property

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article V of the Amended and Restated Declaration of Covenants and Restrictions applicable to The Properties, subject to the provisions hereof.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties or any of his tenants who reside thereon under a leasehold interest which complies with the provisions of the Amended and Restated Declaration of Covenants and Restrictions. Such members shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI
Association Purposes and Powers

Section 1. The Association has been organized for the following purposes: To promote the health, safety and welfare of the members and for this purpose to:

- (a) own, acquire, build, operate and maintain recreation facilities for the benefit of the property owners, including but not limited to: a swimming pool, commons, open spaces, streets and footways; including buildings, structures and personal properties incident thereto, hereinafter referred to as "the Common properties and facilities";
- (b) provide exterior maintenance for the lots and homes within The Properties when necessary due to owners' failure to do so, at owner's expense;
- (c) maintain unkept lands or trees;
- (d) supplemental municipal services;
- (e) fix assessments (or charges) to be levied against The Properties;
- (f) to enforce any and all covenants, restrictions and agreements applicable to The Properties;
- (g) pay taxes, if any, on the common properties and facilities; and

- (h) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties, including executing a contract for bulk cable services on behalf of all members of the Association.

Section 2. Additions to the properties described in Article I may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds (2/3) of the votes of the members who are present and voting, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 3. Mortgages - Other Indebtedness. The corporation shall have the power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two (2) years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of those members who are present and voting, in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 4. Dedication of Properties or Transfer of Function to Public Agency or Utility. The corporation shall have the power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

**ARTICLE VII
Board of Directors**

Section 1. The affairs of the corporation shall be managed by a Board of seven (7) Directors who must be members of the Association. As of the recordation of these Amended and Restated Articles of Incorporation, there are nine (9) Board members, all of which are serving three (3) year terms, three (3) expiring in 2000, three (3) expiring in 2001 and three (3) expiring in 2002. In order to effectuate the seven (7) member, staggered term Board provided for herein, in the year 2000 election, only one (1) new director will be elected and that director will serve for only one (1) year, resulting in four (4) directors being elected in 2001. In the year 2001 election, the two (2) directors receiving the highest number of votes will be elected for three (3) year terms and the remaining two (2) directors will be elected for two (2) year terms. Thereafter all directors will continue to serve three (3) year terms. No member may serve more than two (2) consecutive terms on the Board of Directors. Thereafter, such members must not serve on the Board of Directors for at least one (1) year before he is eligible to serve on the Board of Directors again. Additionally, only one (1) member from each lot or residence may serve on the Board of Directors at any time.

The names and addresses of the Directors as of the recording of these Amended and Restated By-Laws are:

Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____
Name _____	Address _____

Section 2. Vacancies in the Board of Directors shall be filled by appointment by the other Directors at a special meeting called for that purpose. Such appointed Directors shall serve for the remainder of the term of the Directorship.

Section 3. A Director may be removed from office at a regular meeting of the Board of Directors or at a meeting called for that purpose by a vote in which two-thirds (2/3) or more of the Board of Directors at that meeting shall vote for removal. Additionally, any Director may be removed from office by a vote of the membership in accordance with Section 617.0808, Florida Statutes (1997), as amended from time to time.

ARTICLE VIII

Election of Directors, Nominating Committee, Election Committee

Section 1. Election of the Board of Directors shall take place at the annual meeting and be by written ballot. At such election, each member or their proxy may cast, in respect of each vacancy, one vote for each Lot or Living Unit owned. The candidates receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee (which shall be one of the Standing Committees of the Association), or from the floor of the annual meeting.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual

meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members. Nominations by the Committee shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on a written ballot which shall:

- (a) indicate the number of vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for nominations made from the floor of the meeting.

Ballots shall be mailed to the members at least fourteen (14) days in advance of the date of the election. Ballots may be returned by mail or in person at the annual meeting. The Election Committee shall meet, receive the ballots and count them before the meeting at which any election is being held and shall be prepared to report the results when a vote is called for by the presiding Officer. The presiding Officer will call for any additional votes/ballots to be cast in person at that time.

Section 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon.

ARTICLE IX
Powers and Duties of the Board of Directors

- Section 1. The Board of Directors shall have the power:
- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.
 - (b) To appoint and remove at the pleasure of the Board all Officers, agents and employees of the Association including a property Manager, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. The employment of any Member, Resident, Lessee, Officer or Director of the Association in any capacity whatsoever is prohibited.
 - (c) To establish, levy and assess, and collect the assessments or charges authorized by the governing documents of the Association.
 - (d) To adopt and publish rules and regulations governing the use of Lots, Living Units, common properties and facilities and the personal conduct of the members and their guests thereon.
 - (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the members in the covenants.
 - (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said absence occurs and declare the office of said absent Director to be vacant.
 - (g) To levy fines in accordance with Chapter 617, Florida Statutes, as amended from time to time.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.
- (b) To supervise all Officers, agents and employees of this Association and to see that their duties are properly performed.
- (c) As more fully provided in Article VI of the Amended and Restated Declaration of Covenants applicable to The Properties:
 - (1) To fix the amount of the assessment against each lot (property) for each assessment period at least thirty (30) days in advance of such date or period and at the same time;
 - (2) To prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and at the same time;
 - (3) To send written notice of each assessment to every owner subject thereto;
 - (4) To issue, or to cause an appropriate Officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid.

Section 3. The Manager. The Board may hire a Manager to fulfill the duties of caring for the clubhouse, pool, tennis court and other common properties and to perform other duties as agreed upon. There shall be an employment agreement between the President, representing the Association, and the Manager, outlining duties, responsibilities, authority and compensation. Direction of the Manager shall be by the President.

The agreement should include direction for the Manager to pay bills covering the day-to-day operation of the facilities and other bills as agreed upon, provided that all checks must be signed by two (2) members of the Board of Directors. This agreement

should authorize the Manager to conduct any business and make any expenditures as needed within the limits of the budget as approved by the Board of Directors. Expenditures beyond budgeted matters are to be made by the Manager only after receipt of directions to do so approved by at least two-thirds (2/3) of the Board of Directors.

ARTICLE X
Directors' Meetings

Section 1. Regular meetings of the Board of Directors shall be held on such dates and at such times and places as determined by the Board of Directors from time to time.

Section 2. Notice of such regular meetings shall be in accordance with applicable Florida law.

Section 3. Special meetings of the Board of Directors will be held when called by any Officer of the Association or by any two (2) Directors after notice as required by applicable Florida law is given.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver or notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI
Officers

Section 1. The Officers shall be a President, a Vice President, a Secretary and a Treasurer. All Officers shall be members of the Board of Directors and the President shall act as Chairman thereof.

Section 2. The Officers shall be chosen by majority vote of the Directors attending a meeting at which a quorum is present.

Section 3. All Officers shall hold office at the pleasure of the Board of Directors. Officers shall be elected annually. No Director may serve more than three (3) consecutive one (1) year terms as President. Once a Director serves three (3) consecutive one (1) year terms as President, he must not serve as President for at least one (1) year before he is eligible to serve as President again. Each retiring President shall be an ex-officio member of the Board of Directors for a term of one (1) year.

Section 4. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The Treasurer shall receive and deposit in appropriate depositories all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. Upon approval of the Board of Directors, the duties of the Treasurer may be assigned to any other Director, or to the Association's manager, excluding the signing of checks.

ARTICLE XII Committees

The Board of Directors of the Association may appoint committees as it deems necessary and proper from time to time. Such committees shall include, but not be limited to the standing committees described below.

Section 1. The Standing Committees of the Association shall be:

The Nominations Committee

The Recreation and Publicity Committee

The Maintenance Committee

The Design and Environmental Control Committee

The Audit Committee

The Budget Committee

The House Committee

Unless otherwise provided herein, each committee shall consist of two (2) or more members and shall include a member of the Board of Directors. The Chairman of the committee shall be appointed by the President, and the rest of the committee members shall be appointed by the committee chairman and/or the Board of Directors. The committees shall be appointed at the first Board of Directors meeting following the annual meeting each year.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation and Publicity Committee shall advise the Board of Directors and the membership on all matters pertaining to the recreational program and activities of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 4. The Design and Environmental Control Committee shall have the duties and functions described in Article VII, Amended and Restated Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 5. The Audit Committee shall make a recommendation to the Board of Directors as to the type of financial statement that shall be prepared by the Association's Certified Public Accountant, as well as recommend to the Board of Directors approval of a balance sheet statement to be presented to the membership at its regular annual meeting. However, the final decision regarding the type of financial statement to be prepared and the balance sheet to be presented shall rest in the Board of Directors. The Treasurer shall be an ex officio member of the Audit Committee.

Section 6. The Budget Committee shall prepare a recommended annual budget to the Board of Directors. However, the final decision regarding an annual budget shall rest in the Board of Directors. The Treasurer shall be an ex officio member of the Budget Committee.

Section 7. The House Committee shall be responsible for recommending items of maintenance, decorations and the upgrading of facilities of the clubhouse, pool tennis courts and all contiguous areas thereof.

Section 8. The Maintenance Committee shall be responsible for periodically inspecting homeowners' buildings and grounds with a follow up inspection to ensure compliance with the Association's architectural and maintenance standards.

Section 9. With the exception of the Nominations Committee and the Design and Environmental Control Committee (but then only as to those functions that are governed by Article VII, Amended and Restated Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 10. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committees, Director or Officer of the Association as is further concerned with the matter presented.

ARTICLE XIII Meetings of Members

Section 1. The regular annual meeting of the members shall be in February of each year, the exact date, time and place to be determined by the Board of Directors from time to time.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, and shall be called upon written request of the members who have a right to vote one-fourth (1/4) of all the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporations. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting shall be given in accordance with Florida law but in no event not less than seven (7) days before such meeting.

Section 4. The presence of voting interests required to constitute a quorum at any regular or special meeting of the members shall be the percentage required by Chapter 617.306, Florida Statutes, as amended from time to time.

ARTICLE XIV Proxies

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

ARTICLE XV Books and Papers

Section 1. The books, records and papers of the Association shall be available at all times, during reasonable business hours, but subject to the inspection of any members.

**ARTICLE XVI
Corporate Seal**

Section 1. The Association shall have a seal in circular form having within its circumference the words:

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

A nonprofit corporation, incorporated Florida 1978.

**ARTICLE XVII
Amendments**

Section 1. These Amended and Restated By-Laws may be amended at a regular or special meeting of the members, by the affirmative vote of sixty (60%) percent of those members present and voting, in person or by proxy, at a meeting called for such purpose.

Section 2. In the case of any conflict between the Amended and Restated Articles of Incorporation and these Amended and Restated By-Laws, the Articles shall control; and in the case of any conflict between the Amended and Restated Declaration of Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Amended and Restated By-Laws, the Amended and Restated Declaration of Covenants and Restrictions shall control.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president and secretary, and its corporate seal affixed on this 25 day of MAY, 1999.

Witnesses: (sign name above line & print name below line)

Catherine Holmes
CATHERINE HOLMES

Wayne S. Davidson
WAYNE S. DAVIDSON

RIVERGREEN VILLAS PROPERTY OWNERS ASSOCIATION INC.

Edward T. Peim
Its President

Eva H. Hazel
EVA HAZEL
Catherine Holmes
CATHERINE HOLMES

James F. Strickland
Its Secretary

Corporate seal:

State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25 1999 by EDWARD T. PIERCE as president of Rivergreen Villas Property Owners Association Inc., who is personally known to me or produced identification in the form of _____

George E. Urgo
Notary public/Notary stamp
George E Urgo
My Commission CC728630
Expires March 29, 2002

State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25 1999 by THOMAS F. STRICKLAND as secretary of Rivergreen Villas Property Owners Association Inc., who is personally known to me or produced identification in the form of _____

George E. Urgo
Notary public/Notary stamp
George E Urgo
My Commission CC728630
Expires March 29, 2002

CERTIFICATE

Rivergreen Villas Property Owner Association Inc. by its duly authorized officers, hereby certifies that the Amended and Restated By-Laws , a copy of which is attached hereto, was duly and regularly adopted by vote sufficient for approval by the membership at a special members meeting held on March 15, 1999 and a readjourned meeting held on April 19, 1999.

Witnesses: (sign name above line & print name below line)

Catherine Holmes
CATHERINE HOLMES

Wayne S. Davidson
WAYNE S. DAVIDSON

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

Edward T. Pierce
Its President

Eva Hazel
EVA HAZEL
Catherine Holmes
CATHERINE HOLMES

Thomas F. Strickland
Its Secretary

Corporate seal:

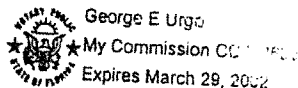
State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25-, 1999 by EDWARD
T. PERCE as president of Rivergreen Villas Property Owners Association Inc., who is personally known
to me or produced identification in the form of _____

[Signature]
Notary public

State of FLORIDA
County of SEALY

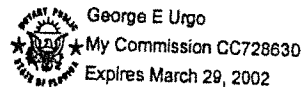
Notary stamp:



The foregoing instrument was acknowledged before me on 5-25-, 1999 by THOMAS
F. STRICKLAND as secretary of Rivergreen Villas Property Owners Association Inc., who is personally known
to me or produced identification in the form of _____

[Signature]
Notary public

Notary stamp:

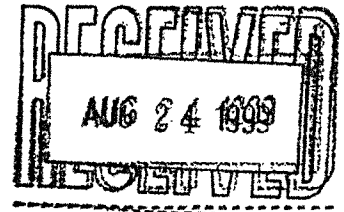


Record & return to:
Cornett, Googe, Ross & Earle PA
401 East Osceola Street
Stuart, FL 34994

-LAST PAGE-

3

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1726688 OR BOOK 1228 PAGE 2241
Recorded: 06-10-99 10:59 A.M.



**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVERGREEN VILLAS**

**ARTICLE I
Introduction and Resubmission**

The purpose of this Amended and Restated Declaration of Covenants and Restrictions is to continue the purposes of this Declaration of Covenants and Restrictions as originally recorded by the Developer in the public records of St. Lucie County, Florida at Official Records Book 229, Pages 363, et. seq., and as supplemented at Official Records Book 296, Pages 140, et. seq., resubmitting a portion of the land as originally described in the Declaration and all of the land as fully described in the Supplementary Declaration and as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference to Restrictive Covenants. All provisions of this Amended and Restated Declaration of Covenants and Restrictions and all exhibits hereto shall be construed to be covenants running with the land.

Record & return to:
Cornett, Googe, Ross & Earle PA
401 East Osceola Street
Stuart, FL 34994

mat

ARTICLE II
Definitions

Section 1. The following words when used in this Amended and Restated Declaration of Covenants and Restrictions shall have the following meanings:

- (a) "Association" shall mean and refer to Rivergreen Villas Property Owners' Association Inc., or its successor corporation.
- (b) "The Properties" shall mean and refer to all existing properties described in Exhibit "A" hereof, as are subject to this Amended and Restated Declaration of Covenants and Restrictions, under the provisions of Article III hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of The Properties, and intended to be devoted to the common use and enjoyment of the owners of The Properties as more fully described in Article III hereof and on Schedule "B" attached hereto.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or living unit, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- (g) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article IV hereof.

ARTICLE III
Property Subject to this Declaration

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration of Covenants and Restrictions is located in St. Lucie County, Florida, and is more particularly described on Exhibit "A" attached hereto.

Section 2. Common Properties. The property described in Schedule "B" attached hereto as it appears on the Plat of South Port Saint Lucie Section 17, a subdivision in St. Lucie County, Florida, according to the Plat thereof, which has been recorded in Plat Book 19, page 31 and 3A, 3B, 3C and 3D, of the Public Records of St. Lucie County, Florida, shall be referred to as "Common Properties" and are dedicated as recreational and/or park areas, and the use of said "Common Properties" is restricted and devoted to the common use and enjoyment of the owners of The Properties as herein defined.

Section 3. Additions to Existing Property. Additional land may become subject to this Amended and Restated Declaration of Covenants and Restrictions in the following manner:

- (a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Amended and Restated Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Amended and Restated Declaration of Covenants and Restrictions, and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Covenants and Restrictions.
- (b) Mergers. Upon a merger or consolidation of the Association with another Association as provided in its Amended and Restated Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association, or

alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Amended and Restated Declaration of Covenants and Restrictions within the Existing Property except as hereinafter provided.

ARTICLE IV
Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit within The Properties as herein defined, and which is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership in the Association shall be appurtenant to and inseparable from ownership of a Lot or Living Unit.

Section 2. Voting Rights. All members as defined in Article IV, Section 1 hereof shall be entitled to one (1) vote for each Lot or Living Unit owned by that member. When more than one (1) person or entity holds record title to any Lot or Living Unit, all such persons or entities shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Living Unit.

Section 3. Quorum. Except as specifically provided elsewhere herein, the percentage of voting interests required to constitute a quorum at any regular or special meeting of the members shall be the percentage required by Chapter 617.306, Florida Statutes, as the same may be amended from time to time.

ARTICLE V
Property Rights in the Common Properties

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3 below, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Use of Common Properties for Drainage. The Common Properties may be used for drainage as permitted by County and State authorities, as well as for open space, recreation, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or be permitted to remain in the Common Properties which might impair or interfere with drainage or other permitted uses of the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association in accordance with its Amended and Restated Articles of Incorporation and Amended and Restated By-Laws to borrow money for the purpose or improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon such mortgage, the lenders' rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) the right of the Association to suspend a members or members' tenants right to use the Common Properties, or to suspend the voting rights of a member in accordance with Chapter 617, Florida Statutes, as the same may be amended from time to time; and
- (d) the right of the Association to charge reasonable admission and other fees for the use of Common Properties; and
- (e) the right of individual members to the exclusive use of parking spaces as provided for in Section 4 of this Article; and
- (f) the drainage uses of the Common Properties referred to in Section 2 of this Article; and
- (g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof shall be effective, unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of the members called and held for such purpose, after at least thirty (30) days written notice was sent to each member, two-thirds (2/3) of the voting interests of the entire membership approved such dedication or transfer.

Section 4. Parking Rights. The Association may designate and maintain upon the Common Properties certain parking spaces for exclusive use of the members, their families and guests. The use of any such parking space by any other person may be enjoined by the Association or the members entitled thereto.

ARTICLE VI
Covenant for Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. Each owner of any Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association the following:

- (a) Annual Assessments or Charges;
- (b) Special Assessments;

All of such Assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment became due, and any subsequent owner of such property, except as provided in Section 8 hereof.

Section 2. Purpose of Assessments. The assessments levied by the Association, the amount of which will be determined by the Board of Directors from time to time, shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members, including but not limited to the improvement and maintenance of The Properties, services and facilities devoted to the use and enjoyment of the members, improvement and maintenance of the Common Properties, including but not limited to the payment of taxes and insurance on the Common Properties, the payment of the cost of bulk cable television service to the members, and the repair, replacement, maintenance and additions to The Properties and the Common Properties, as well as the mowing of all Lots.

Section 3. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall be determined at least thirty (30) days prior to the fiscal year for which they are to be levied, and shall commence on a date that shall be fixed by the Board of Directors from time to time.

Section 4. Basis and Maximum of Annual Assessments. From the date of commencement of the annual assessments, the assessments shall be in an amount reasonably established by the Board of Directors to discharge the costs and expenses of the Association and more particularly for the purposes set forth in Section 2 of this Article. Provided, however, that the annual assessment may be adjusted by the Board of Directors not more often than every other fiscal year and provided that such adjustment may not result in increasing the annual assessment by more than ten percent (10%) without the approval of a majority of the membership. The assessments levied shall be uniform for each lot or dwelling unit, provided however, that the Board of Directors may add the actual cost for any exterior maintenance of any unit, performed by the Association pursuant to Article VIII hereof, to the annual assessment of such unit.

Section 5. Special Assessments. In addition to the annual assessments referred to in this Amended and Restated Declaration of Covenants and Restrictions, the Association may levy a special assessment, as determined necessary by the Board of Directors from time to time, provided that any such assessment shall have the assent of sixty six and two-thirds percent (66 $\frac{2}{3}$ %), of those voting interests present and voting in person or by proxy at a duly called meeting of the membership called at least in part for the purpose of obtaining such approval. Written notice of such meeting shall be sent to all members at least fourteen (14) days in advance and shall set forth the purpose of the meeting. Notwithstanding the provisions of Article IV, Section 3 hereof, a quorum at any such meeting shall be a majority of the voting interests of the entire membership.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Living Unit or Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any member. Written notice of the assessment shall be sent to every owner subject thereto at least thirty (30) days before the effective date thereof.

The Association shall, upon demand at any time, furnish to any owner liable for an assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property. Upon the recordation of the lien in the public records of St. Lucie County, Florida, the lien shall be deemed to be effective and shall relate back, and shall take priority, as of the date of recordation of the original Declaration of Covenants and Restrictions which was recorded in Official Records Book 229, Pages 363, et.seq. The personal obligation of the owner to pay such assessment shall remain his personal obligation. Additionally, in the case of a voluntary sale of any Lot or Living Unit, the purchaser shall be conclusively presumed to have assumed such past due assessments, and shall become personally liable therefor.

Any assessments not paid when due, shall bear interest at the highest rate allowed by law, and the Association may bring an action at law or in equity to collect the assessment and/or to enforce the lien, and there shall be added to the amount of such assessment, interest, costs, and reasonable attorney's fees incurred in such collection action.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon The Properties subject to assessments, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or a deed in lieu of foreclosure to the holder of such first mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due.

Section 9. Exempt Property. The following property subject to this Amended and Restated Declaration of Covenants and Restrictions shall be exempted from the assessments, charges and liens created herein:

- (a) All properties to the extent any easements or other interests therein are dedicated and accepted by the local public authority and devoted to the public use;
- (b) All common properties as defined in Article III hereof;
- (c) All properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use and upon which a dwelling unit has been constructed shall be exempt from said assessments, charges or liens.

ARTICLE VII

Design and Environmental Control Committee

Section 1. Appointment of Committee. There shall be appointed by the Board of Directors of the Association, a Design and Environmental Control Committee, which committee shall consist of three (3) or more members.

Section 2. Review by Committee. No construction of any kind, nor modification or alteration of any existing structure or lot, shall be commenced by any owner or member without the prior review of the Design and Environmental Control Committee

and the written approval by the Board of Directors. The committee, in its review of all proposed construction, modifications or alterations thereto, shall adhere to the standards of environmental control contained within this Section, and all of those contained in this Amended and Restated Declaration of Covenants and Restrictions.

Section 3. Architectural Controls.

- (a) No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein, including patio covers, be made until the plans drawn to appropriate scale and specifications showing the nature, kind, shape, height, material and location of same, including exterior color scheme, shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures, topography and vegetation by the Design and Environmental Control Committee. The committee shall review the plans and make a recommendation to the Board, who shall approve or disapprove the plans and return them to the applicant within a reasonable time, not to exceed forty-five (45) days after the date the plans are received by the committee.
- (b) Existing trees on the property will not be removed unless their removal proves to be necessary due to the placement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications and shall be subject to the approval of the Design and Environmental Control Committee and the Board of Directors.
- (c) No trees, bushes, shrubs or plants, which at maturity would exceed the height of the dwelling house on any lot, shall be planted until the plans and specifications for the placement of any such trees, bushes, shrubs or plants has been submitted to and reviewed by the Design and Environmental Control Committee and approved by the Board of Directors.

- (d) Approval of said plans by Board of Directors may be withheld if, in the opinion of the Board of Directors, the view of any lot would be impeded by the location of such trees, bushes, shrubs or plants or in any other manner. In any event, the committee shall have the right to require any member to remove, trim or prune any tree or shrub.

Section 4. Variances. The Board of Directors of the Association may with the approval of the City of Port St. Lucie and/or St. Lucie County, approve variances to the requirements of Article IX, Section 2 hereof.

Section 5. Attorney's Fees and Costs. In any and all litigation involving architectural or environmental control, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

ARTICLE VIII **Exterior Maintenance**

Section 1. Exterior Maintenance of Living Unit or Lot. Every owner of a Lot or Living Unit within The Properties, shall be responsible for maintaining the exterior of such Lot and Living Unit, including the landscaping of each Lot, except to the extent that the Association mows the grass on each Lot, in accordance with the lawn maintenance assessment.

Section 2. Failure of Owner to Maintain or Repair Exterior of Living Unit or Lot. Should any owner fail to maintain or repair the exterior of his Lot and/or Living Unit, including the landscaping of each Lot as set forth in Section 1 above, in accordance with the general standards of the community, then the Association shall have the right to perform such necessary maintenance or repair on behalf of the owner, and assess him the cost thereof.

Provided however, before the Association performs such necessary maintenance or repair on behalf of the owner, and assesses him the cost thereof, the Association shall provide the owner with written notice of the maintenance or repair needed, and grant him at least thirty (30) days to correct same. Such notice shall inform the owner that if he does not perform the necessary maintenance or repair within thirty (30) days, the Association will perform the necessary maintenance or repair and charge the cost thereof to such owner's account with the Association.

Section 3. Access. The Association, through its duly authorized agents or employees, shall have the right, after giving reasonable notice to the owner as required by Section 2 hereof, to enter upon any Lot or Living Unit to perform necessary exterior maintenance or repair, and same shall not constitute a trespass.

Section 4. Assessment of Cost. The cost of any exterior maintenance to any Lot or Living Unit performed in accordance with the provisions of Section 1 and 2 of this Article shall be assessed on the Lot or Living Unit upon which the maintenance is performed, and shall also be the personal obligation of the owner thereof. Such cost shall be added to and become part of the annual assessment levied against such Lot or Living Unit, pursuant to Article VI hereof, and as part of such annual assessment, shall together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property, and be enforceable as more particularly set forth in Article VI.

Section 5. Common Area Maintenance. The common areas will be maintained by the Association. Common area maintenance will include but not be limited to the following:

- (a) Grounds maintenance of the common areas including mowing, fertilizing, insecticides, etc.;
- (b) Irrigation system maintenance;

- (c) Pool maintenance, including cleaning, chemicals, maintenance of pumps, pool heating equipment, etc.;
- (d) Recreation building maintenance, including air conditioning equipment;
- (e) Parking lot cleaning and maintenance;
- (f) Waste removal from common areas;
- (g) Utilities for common areas including water, sewer and electricity;
- (h) Roadway and street maintenance and repair;
- (i) Maintenance of liability and hazard insurance on the common areas, and payment of any taxes accruing on such common area property;
- (j) Maintenance of reserve funds to perform the above responsibilities.

Provided however, that if the need for any maintenance of the common areas is caused by the negligence or wilful misconduct of any owner, or his family, guests, lessees or licensees, then such cost shall be charged to the owner, in the same manner as set forth in Section 4 above.

ARTICLE IX
Uniform General Requirements

Section 1. Residential Lot Use and Minimum Square Footage Requirement. All lots in the properties are designed as single family residence lots and no principal building shall be constructed or erected on any single family residence lot other than cluster housing containing two (2) units, cluster housing containing three (3) units and cluster housing containing four (4) units. No single family residence shall be otherwise resubdivided. No principal structure shall be erected having a living area of less than eight hundred (800) square feet for a one (1) story building, nor less than one thousand (1000) square feet for more than a one (1) story building in any of the cluster homes to be constructed on any of the lots. Minimum square footage shall be determined pursuant to Section 3 of this Article IX. The number of residents that may reside in any residence is limited to two (2) residents for each bedroom contained within the unit, as shown on the unit's building plans.

Section 2.A Building Setback Requirements. On all lots the following setback requirements shall apply: No principal building shall be erected on any of said lots nearer than twenty (20) feet to the front line, which is the line abutting the street; nor nearer than twenty (20) feet to the side lot lines; nor nearer than twenty (20) feet to the side street line on corner lots. On all of said lots, no principal building may be erected nearer than fifteen (15) feet to the rear lot line. Swimming pools and hot tubs are prohibited.

Section 2.B With reference to all buildings having an exposure to Lyngate Drive and/or Midport Road, the minimum setback distance from the said Lyngate Drive or Midport Road shall be thirty (30) feet.

Section 2.C Provided, however, that the Board of Directors of the Association, upon written application thereto, may with the approval of the City of Port St. Lucie and/or St. Lucie County Building and Zoning Board, approve individual variances from the requirements of this Article IX, Sections 2.A and 2.B.

Section 3. Minimum Square Footage Defined. With respect to all of the foregoing and for the purpose of the covenants set forth in this Declaration, the minimum square footage living area required for residences shall be established and construed as being exclusive of carports, garages, screened porches and outside storage areas. Provided however, that this shall not be construed to permit any portion of the building such as eaves, steps, open patios, wing-walls, etc. to encroach upon another lot or onto any easements.

Section 4. Recreational Vehicles. Only passenger vehicles shall be permitted to be parked at Rivergreen Villas. No recreational vehicles including, but not limited to, motorcycles, travel trailers, motor homes, campers, boats, boat trailers or any other utility trailer may be parked on the Properties at any time, except that boats and boat trailers may be parked within a fully enclosed garage.

Section 5. Parking. Only validly licensed and operational automobiles, passenger vans, jeeps, sport utility vehicles, pick up trucks under five thousand (5,000) pounds not carrying work equipment, and small panel vans are permitted to be parked on the properties. Any vehicle containing commercial lettering or advertising is prohibited, and all other vehicles, including recreational vehicles as defined in Section 4 above are prohibited. The Board of Directors of the Association shall be entitled to tow any vehicle violating the provisions herein at the violating members' cost.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any dwelling unit or lot, except one (1) sign of not more than two (2) square feet advertising the property for sale or rent, all of which shall be approved in advance by the Board of Directors.

Section 7. Animals. No animals, snakes, livestock, poultry of any type or kind of domestic or wild animal, including but not limited to, pot bellied pigs, iguanas, dogs, cats or any other domestic pets or animals shall be raised, bred or kept either inside or outside of any residence except as provided below:

- (a) A resident who had a dog or cat in residence as of July 23, 1997 may continue to have or keep same in his residence until said dog or cat dies or is otherwise disposed of, if and only if such dog or cat weighs no more than thirty (30) pounds when fully grown, and was registered in accordance with subparagraph (b) below. No dog or cat may be replaced when it dies or is otherwise disposed of by the lot owner or resident.
- (b) Any resident who had a dog or cat as of July 23, 1997, and wished to keep such dog or cat pursuant to paragraph A, above must have registered such pet with the Association no later than August 3, 1997. The resident must have provided the Association with name, breed, color and weight of such pet, and must provide the Association with a photograph of the pet at the time of registration. Such registration must be renewed annually with the

Association, and will constitute a part of the dwelling unit's file with the Association.

- (c) Birds are permitted, subject to subparagraph (d) below.
- (d) Pets (including cats) permitted by this provision must be leashed according to city and county leash laws. Droppings must be picked up and disposed of at the pet owner's residence. These pets must in no way interfere with the peaceful enjoyment of Rivergreen Villas residents.

Section 8. Trash Storage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. No lot shall be allowed to become or remain overgrown and/or unsightly, and the use of all lots shall comply with the City of Port St. Lucie codes.

Section 9. Planting. No hedge, tree or shrub planting shall be permitted without the prior written request to the Design and Environmental Control Committee and the approval of the Board of Directors.

Section 10. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any lot, nor shall any oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick, drilling, rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted on any lot.

Section 11. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements or any easements granted by this Amended and Restated Declaration of Covenants and Restrictions pursuant to Article V hereof, no structure, planting or other material shall be placed or permitted which may damage, impair or interfere with the

installation and maintenance or utilities. The easement areas of each lot, tract or parcel and all permitted improvements within said easement area shall be maintained continuously by the owner of the lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible.

Section 12. Garages. No garage shall be permanently enclosed so as to make such garage unusable by a vehicle, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space.

Section 13. Maintenance of Community Interests. In order to facilitate a full understanding of the rules and regulations of Rivergreen Villas, all prospective new owners and lessees shall be required to meet with the Board of Directors or a committee appointed thereby, prior to becoming residents of Rivergreen Villas. Such prospective owners and lessees shall be required to fill out a resident information sheet, providing the Association with such information as the Board of Directors deems appropriate. The purpose of this requirement is to ensure that all prospective residents review the rules and regulations of the Association before residing in Rivergreen Villas, and to ensure the accuracy of the Association's records. Additionally, whenever a unit is transferred by lease, sale or otherwise, a fee, the amount of which shall be determined by the Board of Directors from time to time in accordance with applicable Florida law, may be charged to the owner of the Lot or Living Unit for the purpose of defraying the cost of the screening interview, and the costs associated with changing books and records and other matters associated with a unit transfer. In addition to the above, leases of units shall be subject to the provisions of Article X below.

Section 14. Additional Rules and Regulations. The Board of Directors of the Association may establish such additional rules and regulations as may be deemed to be in the best interests of the Association and its members from time to time.

ARTICLE X
Leasing Restrictions

In order to maintain a community of congenial residents who are financially responsible and to protect the value of the Lots and Living Units, the lease of Lots and Living Units by Owners shall be subject to the following provisions, which provisions each Owner covenants to observe:

Section 1. Leases of Lots or Living Units Subject to Approval. No owner may dispose of a Lot, Living Unit or any interest by lease without prior approval of the prospective tenant and the lease by the Board of Directors of the Association, or by such committee of the Association formed by the Board of Directors for this purpose.

Any lease of a furnished Living Unit shall be for a minimum term of not less than thirty (30) consecutive days, and no furnished Living Unit shall be leased more than two (2) times in any calendar year. Any lease of an unfurnished Living Unit, or any Lot, shall be for a minimum term of not less than seven (7) consecutive months. No unfurnished Living Unit shall be leased more than two (2) times in any calendar year. The maximum term of any lease permitted hereunder shall be one (1) year.

To preserve the residential nature of the Rivergreen Villas community, no person, corporation, partnership, trust or other legal entity may offer for rental more than one (1) Living Unit in Rivergreen Villas. This restriction will apply to any legal entity in which a person who is otherwise an owner of a Living Unit at Rivergreen Villas holds any legal or equitable interest.

No transient accommodations shall be provided at any time. No subletting of a leased Lot or Living Unit shall be permitted, and there shall be no leases of rooms or portions of a Living Unit, only the whole unit may be leased. Any and all leases of property shall be in writing, and it shall be the obligation of the leasing owner, or the leasing owner's rental agent or broker, to provide the prospective tenant with copies of Amended and

Restated Declaration of Covenants and Restrictions, the Amended and Restated By-laws of the Association, and the Rules and Regulations applicable to the Living Unit.

Section 2. Approval By Association. The approval of the Association is required for the lease of interests in Lots or Living Units, and such approval shall be obtained in the following manner;

(a) Notice to the Association.

- (1) Notice. An owner intending to make a bona fide lease of his Lot or Living Unit shall give to the Association notice of such intention, together with the name and address of the proposed tenant, a copy of the lease, and such other information concerning the proposed tenant as the Association may reasonably require. Such notice and information to the Association shall be in writing.
- (2) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a lessee transaction or event transferring possession of a Lot or Living Unit, the Association at its election and without notice, may approve or disapprove the lease. If the Association disapproves the lease, the Association shall proceed as if it had received the required notice on the date of such disapproval, and shall be entitled to all of the remedies for violation as set forth in Section 4 below.
- (3) Application Form and Fee. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the proposed tenant, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the proposed tenant within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the

notice. A fee, the amount of which shall be determined by the Board of Directors from time to time in accordance with applicable Florida law, may be charged to the owner of the Lot or Living Unit for the purpose of defraying the cost of investigation, the screening interview, and the costs associated with granting approval, changing book and records and other matters associated with a lease.

- (b) Screening Interview. Upon receipt of an application form or rental registration form from an owner or rental agent, the prospective lessee(s) shall be required to meet with a screening committee appointed by the president and the Board of Directors of the Association, formed for this purpose, in order to review the lease and the lessee's application, and provide information to the prospective lessee concerning the restrictions, rules and regulations applicable to all owners or lessees within Rivergreen Villas. The interview shall also be for the purpose of answering any questions concerning the development posed by the prospective lessee(s). The screening interview shall occur within ten (10) days of receipt by the Association of the application or rental registration form.
- (c) Certificate of Approval. Within fifteen (15) days after receipt of such notice and information concerning the proposed lessee and completion of the screening interview, the Association must either approve or disapprove the proposed lease. Such approval or disapproval shall be transmitted to the lessor in writing within the fifteen (15) day period, and failure to do so shall constitute approval of the lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association and delivered to the lessor. The owner shall remain liable for compliance with the terms of this Amended and Restated Declaration of Covenants and Restrictions and the Rules and Regulations of the Association, and for the payment of all assessments levied against his Lot or Living Unit, notwithstanding the fact that his Lot or Living Unit may have been leased.

Section 3. Disapproval by Association. The Association may disapprove the lease of a Lot or Living Unit if the lease or lessee does not qualify pursuant to this Amended and Restated Declaration of Covenants and Restrictions or the Rules and Regulations of the Association. Additionally, the Association may disapprove the lease of a Lot or Living Unit on the grounds that the owner of such unit is delinquent in his assessments, or not in compliance with any of the Association's governing documents. Disapproval shall be made by delivering or mailing to the owner or its agents, within fifteen (15) days after receipt of the notice of intent to lease and the completion of the screening interview, notice of the disapproval and the grounds therefor.

Section 4. Remedies of the Association. The approval of a lease or prospective lessee by the Association shall not constitute a release of the owner from any of his obligations or duties pursuant to this Amended and Restated Declaration of Covenants and Restrictions, the Rules and Regulations or the Amended and Restated By-Laws of the Association. In the event that the lease of a Lot or Living Unit is entered into without approval as aforesaid or otherwise in violation of this Article, or should any approved lessee fail to abide by the Rules and Regulations of the Association and this Declaration, or should such approved lessee constitute a nuisance, then and in such event, the Association may consider any such lease void, and the Association shall have any and all remedies to which it is entitled in law or in equity, including in particular, but not by way of limitation, the right to maintain an action to evict the lessee and all other rights of a landlord pursuant to Florida Statutes Chapter 83(1991), and the right to levy fines against the owner of the Living Unit pursuant to Article XI, Section 5 of this Declaration. In the event it is necessary for the Association to evict a lessee or otherwise exercise its remedies pursuant to this Section, the Association shall be entitled to its attorneys fees and costs in connection with such action, including all fees and costs incident to any appeals, and any such fees, costs, or other charges incurred by the Association in dealing with the lessee shall become a lien against the owner's Lot or Living Unit, enforceable in the same manner as liens for payment of assessments.

ARTICLE XI
General Provisions

Section 1. Amendments. This Amended and Restated Declaration of Covenants and Restrictions may be amended from time to time by the affirmative vote of sixty percent (60%) of those members present and voting either in person or by proxy at a meeting called for such purpose. An amendment shall be effective upon its recordation in the public records of St. Lucie County, Florida, along with an instrument executed by the President and attested to by the Secretary of the Association indicating that such amendment was duly adopted by the percentage of voting interests indicated herein.

Section 2. Duration. The Covenants and Restrictions of this Amended and Restated Declaration of Covenants and Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Amended and Restated Declaration of Covenants and Restrictions and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration of Covenants and Restrictions is recorded, subject to any amendments adopted in accordance with Section 1 of this Article. Thereafter, said Covenants shall be automatically extended for successive periods of twenty (20) years, unless amended in accordance with Section 1 of this Article, or revoked by one hundred percent (100%) of the owners of any land subject hereto.

Section 3. Notices. Any notice required to be sent to any member or owner under the provisions of this Amended and Restated Declaration of Covenants and Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the member or owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. The Association, any member of the Association or owner of any land subject to this Amended and Restated Declaration of Covenants and Restrictions shall be entitled to enforce these Covenants and Restrictions. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these Covenants any failure by the Association or any owner to enforce any covenant or restriction herein, shall be in no event be deemed a waiver of the right to do so thereafter. In any action or proceeding by the Association or any owner to enforce the provisions of this Amended and Restated Declaration of Covenants and Restrictions, or to enforce any of the duly adopted Rules and Regulations of the Association, the prevailing party or parties in any such action or proceeding shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party or parties. The Association shall also have the right to levy fines, as more particularly set forth in Section 5, below.

Section 5. Fines.

(a) Authority.

- (1) The Board of Directors, acting for the Association, shall have the power and authority to levy and collect fines for non-compliance with the Amended and Restated Declaration of Covenants and Restrictions, the Amended and Restated By-Laws, or any duly adopted and promulgated Rules or Regulations in accordance with applicable Florida law. Owners shall be liable for fines imposed by the Board of Directors for any violation of the Amended and Restated Declaration of Covenants and Restrictions, the Amended and Restated By-Laws or the Rules and Regulations by the owner(s), members of their family, or their guests, lessees or agents. Fines may not be levied against an owner unless all of the requirements of Florida law are met and at least a minimum of seventy five percent

(75%) of the members of the Board of Directors vote to impose the fines prior to an owner's hearing in front of a committee of members.

- (2) Repeat violations of the same restriction, By-Law, Rule or Regulation shall each be considered a separate violation and fines may be levied accordingly. Each day or portion thereof during which a violation occurs constitutes a separate offense.

(b) Procedure.

- (1) A written report of an alleged violation by an owner, members of their family, or their guests, lessees or agents, must be made by someone who was a witness and can testify to the facts of violation, and shall be filed with the Association. The Association shall have no obligation to act on verbal complaints.
- (2) The report shall be presented to the Board at a duly called meeting, and if the report states sufficient facts to allege a violation, the Board shall impose a fine. Should the Board vote to impose a fine, the owner who is to be fined must be given written notice of the fine to be imposed by hand delivery or certified mail, return receipt requested. Such notice shall provide the owner to be fined with an opportunity for a hearing which will take place no less than fourteen (14) days from the date of the notice. Said notice shall be to the address of the owner as shown on the Association records, with a copy to any lessee alleged to have committed the violation, and shall include:
 - (a) a statement of the date, time and place of the hearing;
 - (b) a short and plain statement of the matter asserted by the Association;
 - (c) the fact that each day during any portion of which such violation occurs constitutes a separate offense.
 - (d) the proposed fine.

- (3) The hearing shall be open to all Owners and shall be conducted in a manner which gives the accused Owner a reasonable opportunity to respond without unnecessary technicality. The accused Owner shall have an opportunity to review, challenge, and respond to any material considered by the Association, to cross-examine witnesses, to present evidence, and to provide written and oral argument to all issues involved.
- (4) The Committee who shall consist of three (3) members of the Association, who are not members of the Board of Directors, or relatives of the Board of Directors, shall determine whether a violation has occurred, the approximate date or dates thereof, and if so, levy reasonable fines as allowed by Florida law. An affirmative vote of 2 of 3 of the Committee is necessary to assess any fine.
- (5) The Committee's decision shall be noted in the minutes and a written notice of the decision shall be mailed or delivered to the Owner.
- (6) If the fine is not paid within fourteen (14) days of the date of notice of the decision to levy the fine, the amount of the fine shall bear interest at the rate determined by the Board, from time to time and not in excess of the maximum lawful rate, until paid. The fine may be collected through a civil action and in addition shall be a lien on the Unit, subject to interest and collection in the same manner as liens for non-payment of assessments. The Association is also entitled to reimbursement of any attorneys' fees and costs incurred in any action or proceeding to collect a fine.

Section 6. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way effect any other provision hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president and secretary, and its corporate seal affixed on this 25 day of MAY, 1999.

Witnesses: (sign name above line & print name below line)

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION INC.

[Signature]
EVOSA HAZEL
[Signature]
CATHERINE HOLMES
[Signature]
WAYNE S. DAVIDSON

[Signature]
Its President

[Signature]
EVOSA HAZEL

[Signature]
Its Secretary

[Signature]
WAYNE S. DAVIDSON

Corporate seal:

State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25-, 1999 by EDWARD T. FERCO as president of Rivergreen Villas Property Owners' Association Inc., who is personally known to me or produced identification in the form of _____

[Signature]
Notary public/Notary stamp:

State of FLORIDA
County of ST. LUCIE

George E Urgo
My Commission CC728630
Expires March 29, 2002

The foregoing instrument was acknowledged before me on 5-25-, 1999 by THOMAS F. STRICKLAND as secretary of Rivergreen Villas Property Owners' Association Inc., who is personally known to me or produced identification in the form of _____

[Signature]
Notary public/Notary stamp:

CERTIFICATE

Rivergreen Villas Property Owners' Association, Inc., by its duly authorized officers, hereby certifies that the Amended and Restated Declaration of Covenants and Restrictions, a copy of which is attached hereto, was duly and regularly adopted by vote sufficient for approval by the membership at a special members meeting held on March 15, 1999 and a readjourned meeting held on April 19, 1999.

Witnesses: (sign name above line & print name below line)

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

Catherine Holmes
CATHERINE HOLMES

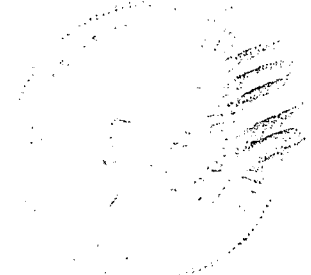
Edward T. Prew
Its President

Wayne S. Davidson
WAYNE S. DAVIDSON

Evosaj Hazel
CATHERINE HOLMES

Thomas F. Strickland
Its Secretary


Corporate seal:



State of FLORIDA
County of ST. LUCIE

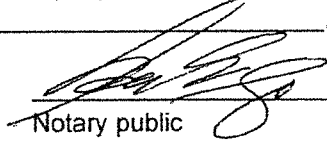
The foregoing instrument was acknowledged before me on _____, 1999 by _____ as president of Rivergreen Villas Property Owners' Association, Inc., who is personally known to me or produced identification in the form of _____.

George E. Urgo
Notary public
Notary stamp:

 George E Urgo
My Commission CC728630
Expires March 29, 2002

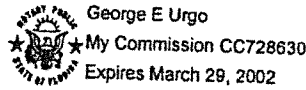
State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25-, 1999 by THOMAS STRICKLAND as secretary of Rivergreen Villas Property Owners' Association, Inc., who is personally known to me or produced identification in the form of _____.



Notary public

Notary stamp:



-last page-

Record & Return to:
Cornett, Gooze, Ross & Earle, PA
401 East Osceola Street
Stuart, FL 34994

9

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1726686 OR BOOK 1228 PAGE 2212
Recorded: 06-10-99 10:59 A.M.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.
A Not For Profit Corporation, Incorporated Florida, 1978.**

The purpose of the Amended and Restated Articles of Incorporation is to continue the purposes of these Articles of Incorporation as originally filed by the Developer with the Department of State, Division of Corporations, on September 15, 1978.

**ARTICLE I
NAME**

The name of this corporation is RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

**ARTICLE II
PURPOSES**

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners in those certain lots or blocks of land more particularly described in Schedule "A" attached hereto and

Record & return to:
Cornett, Googe, Ross & Earle, PA
401 East Osceola Street
Stuart, FL 34994

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incorporated herein by reference in that certain subdivision plat entitled "SOUTH PORT ST. LUCIE, UNIT SEVENTEEN", a subdivision plat to be recorded in the Public Records of St. Lucie County, Florida, and such additions thereto as may hereafter be provided in Article XII herein, hereafter referred to as "The Properties", and for this purpose to:

- (a) own, acquire, build, operate, and maintain recreation facilities for the benefit of property owners, including but not limited to: a swimming pool, common areas, open spaces, streets, and footways; including buildings, structure and personal properties incident thereto, hereinafter referred to as "the common properties and facilities";
- (b) provide lawn maintenance for the lots included in The Properties;
- (c) maintain unkempt lands or trees;
- (d) fix assessments (or charges) to be levied against The Properties;
- (e) enforce any and all covenants, restrictions and agreements applicable to The Properties; and
- (f) pay taxes, if any, on the common properties and facilities; and,
- (g) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties, including executing a contract for bulk cable television services on behalf of all members of the Association.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC., shall be a member of the RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC., from the date such member acquires title to his home or lot, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

ARTICLE IV
TERM

This corporation shall have perpetual existence.

ARTICLE V
THE SUBSCRIBERS

The names and post office addresses of the original subscribers of the Articles of Incorporation are as follows:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
C.C. CRUMP	1111 South Bayshore Drive Miami, Florida 33131
WAYNE L. ALLEN	1111 South Bayshore Drive Miami, Florida 33131
GEORGE V. FLAGG	1111 South Bayshore Drive Miami, Florida 33131

ARTICLE VI
OFFICERS

The Officers shall be a President, a Vice President, a Secretary and a Treasurer. All Officers shall be members of the Board of Directors. The Officers shall be chosen by majority vote of the directors. All Officers shall hold office during the pleasure of the Board of Directors.

ARTICLE VII
INITIAL OFFICERS

The initial Officers of the Association were:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
C.C. CRUMP	President	1111 South Bayshore Drive Miami, Florida 33131
ROBERT F. EHRLING	Vice President	1111 South Bayshore Drive Miami, Florida 33131

WAYNE L. ALLEN	Secretary	1111 South Bayshore Drive Miami, Florida 33131
GEORGE V. FLAGG	Treasurer	1111 South Bayshore Drive Miami, Florida 33131

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a Board of seven (7) Directors who must be members of the Association, and who shall serve staggered terms.

As of the recordation of these Amended and Restated Articles of Incorporation, there are nine (9) Board members, all of which are serving three (3) year terms, three (3) expiring in 2000, three (3) expiring in 2001 and three (3) expiring in 2002. In order to effectuate the seven (7) member, staggered term Board provided for herein, in the year 2000 election, only one (1) new director will be elected, and that director will serve for only one (1) year, resulting in four (4) directors being elected in 2001. In the year 2001 election, the two (2) directors receiving the highest number of votes will be elected for three (3) year terms and the remaining two (2) directors will be elected for two (2) year terms. Thereafter all directors will continue to serve three (3) year terms.

ARTICLE IX
BY-LAWS

The Amended and Restated By-Laws of the corporation may be amended, at a regular or special meeting of the members, by a vote of sixty percent (60%) of those members present and voting in person or by proxy.

ARTICLE X
AMENDMENTS TO THE ARTICLES OF INCORPORATION

The Amended and Restated Articles of Incorporation of the corporation may be amended, at a regular or special meeting of the members, by a vote of sixty percent (60%) of those members present and voting in person or by proxy.

ARTICLE XI
VOTING RIGHTS

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC., shall have one class of voting membership. All members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership in Article III.

When more than one person holds such interest(s) in any Lot or Living Unit, all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

ARTICLE XII
ADDITIONS TO PROPERTIES

Additions to The Properties described in Article II may be made only in accordance with provisions of the recorded covenants and restrictions applicable in said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such approval and must have the assent of two-thirds (2/3) of the votes of the members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIII
MERGERS AND CONSOLIDATIONS

Subject to the provisions of the recorded Covenants and Restrictions applicable to The Properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV
MORTGAGE, OTHER INDEBTEDNESS

The corporation shall have the power to mortgage its properties only to the extent authorized under Article IV of the recorded Covenants and Restrictions applicable to said properties. The total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total to two (2) years' assessments current at that time provided that authority to exceed said maximum in any particular case may be given by an affirmative vote to two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XV
QUORUM FOR OTHER ACTIONS

Except as specifically elsewhere provided herein, the percentage or voting interests required to constitute a quorum at any regular or special meeting of the members shall be the percentage required by Chapter 617.306, Florida Statutes, as the same may be amended from time to time.

ARTICLES XVI
DEDICATION OF PROPERTIES OR TRANSFER TO PUBLIC AGENCY OR UTILITY

The corporation shall have the power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE XVII
DISSOLUTION

The corporation may be dissolved only with the assent given in writing and signed by two thirds (2/3) of the membership. Written notice of a proposal to dissolve, setting forth the reasons thereof and the disposition to be made of the assets (which shall be

consistent with Article XVIII hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XVIII
DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, Association, Trust or other organization to be devoted to purposes as nearly practicable the same as those to which they were required to be devoted by the corporation. No such disposition of RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC., properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president and secretary, and its corporate seal affixed on this 25 day of MAY, 1999.

Witnesses: (sign name above line & print name below line)

Catherine A. Holmes
Catherine A. Holmes.

Wayne S. Davidson
Wayne S. Davidson

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION INC.

Edmund T. Peerm
Its President

Evea Hazel
Catherine Holmes

EVEA HAZEL

CATHERINE HOLMES

Thomas F. Strickland
Its Secretary

Corporate seal:

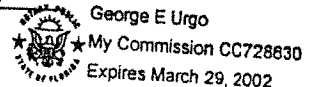
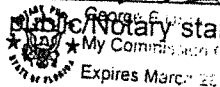


State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25- 1999 by EDWARD T. PERCE as president of Rivergreen Villas Property Owners' Association Inc., who is personally known to me or produced identification in the form of _____

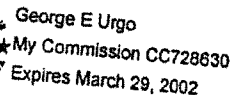
State of FLORIDA
County of ST. LUCIE

George E. Urgo
Notary public/Notary stamp



The foregoing instrument was acknowledged before me on 5-25- 1999 by THOMAS F. STRICKLAND as secretary of Rivergreen Villas Property Owners' Association Inc., who is personally known to me or produced identification in the form of _____

George E. Urgo
Notary public/Notary stamp



CERTIFICATE

Rivergreen Villas Property Owners' Association, Inc., by its duly authorized officers, hereby certifies that the Amended and Restated Articles of Incorporation, a copy of which is attached hereto, was duly and regularly adopted by vote sufficient for approval by the membership at a special members meeting held on March 15, 1999 and a readjourned meeting held on April 19, 1999.

Witnesses: (sign name above line & print name below line)

Catherine A. Holmes
Catherine A. Holmes

RIVERGREEN VILLAS PROPERTY OWNERS' ASSOCIATION, INC.

Wayne S. Davidson
WAYNE S. DAVIDSON

Edward T. Perce
Its President

Evosa Hazel
Christine Holmes

EVOSA HAZEL

CHRISTINE HOLMES

Thomas F. Strickland
Its Secretary

Corporate seal:

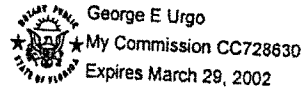


State of FLORIDA
County of ST. LUCIE

T. PIERCE

The foregoing instrument was acknowledged before me on 5-25- 1999 by EDWARD D STRICKLAND as president of Rivergreen Villas Property Owners' Association, Inc., who is personally known to me or produced identification in the form of _____

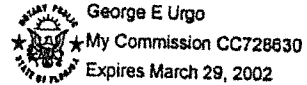
George E. Urgo
Notary public
Notary stamp:



State of FLORIDA
County of ST. LUCIE

The foregoing instrument was acknowledged before me on 5-25- 1999 by THOMAS F. STRICKLAND as secretary of Rivergreen Villas Property Owners' Association, Inc., who is personally known to me or produced identification in the form of _____

George E. Urgo
Notary public
Notary stamp:



-last page-

Record & Return to:
Cornett, Gooch, Ross & Earle, PA
401 East Osceola Street
Stuart, FL 34994