

This instrument prepared by:
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RIVER OAKS LANDING
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RIVER OAKS OF ORANGE COUNTY, INC., a Florida corporation, hereinafter referred to as "Developer," is the owner of land in the County of Orange, State of Florida, more particularly described below, and hereinafter often referred to as either subdivision or lots therein; and

WHEREAS, RIVER OAKS LANDING is a planned residential subdivision located in Orange County, Florida. RIVER OAKS LANDING is a subdivision initially containing sixty-five (65) single family lots and common properties; and

WHEREAS, Developer desires that all of the below-described real property be subject to like restrictions for the mutual benefit and protection of themselves and all persons, both real and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof,

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare the real property described below to be subject to the following restrictions, covenants, reservations and conditions, binding upon the said Developer and upon each and every person, both real and corporate, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns. These covenants, conditions and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said restrictions, reservations and conditions are as follows:

I. DEFINITIONS; PROPERTY SUBJECT TO THIS DECLARATION;
AMENDMENTS; GENERAL PROVISIONS.

1. DEFINITIONS

A. "ARC" shall mean and refer to the Architectural Review Committee so established by the Association (hereinafter defined) under Article VII hereof.

Eng. G. J. Adams

B. "Association" shall mean and refer to RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns, a copy of the Articles of Incorporation being attached hereto as Exhibit "A."

C. "Board" shall mean and refer to the Board of Directors of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

D. "Developer" shall mean and refer to RIVER OAKS OF ORANGE COUNTY, INC., a Florida corporation, its successors or assigns.

E. "RIVER OAKS LANDING Covenants" shall mean and refer to the Declaration of Covenants and Restrictions for RIVER OAKS LANDING recorded in the Public Records of Orange County, and when the context permits, shall also mean and refer to the Articles of Incorporation and By-Laws of the Community Services Association, all as now or hereafter amended, modified or supplemented.

F. "Lot" shall mean and refer to the 65 individual platted lots in RIVER OAKS LANDING owned by Developer or its successors or assigns, together with the improvements constructed thereon.

G. "Owner" shall mean and refer to the record owner of a fee simple title to any lot in RIVER OAKS LANDING.

H. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

2. LEGAL DESCRIPTION. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the restrictions herein is located in Orange County, Florida, and is legally described as:

SEE EXHIBIT B, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

3. AMENDMENTS. Except as otherwise provided in Article VI, Section 3, so long as Developer, its successors or assigns

owns ten (10%) percent or more of the lots in RIVER OAKS LANDING, it may change any provision of this Declaration in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida. Except as otherwise provided in Article VI, Section 3, at any time after the Developer or its assigns no longer owns ten (10%) percent or more of the lots above-described, the then owners of at least two-thirds (2/3) of the voting interest of the Association membership may change these covenants and restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida.

4. GENERAL PROVISIONS. The property described in Exhibit B is to be developed into sixty-five (65) lots. These lots will be constructed by the Developer, its successors or assigns.

II. PROPERTY RIGHTS

1. TITLE TO PROPERTY. The common area in the property herein shall include the entry wall (if any), streets, drainage system, planting areas, and easements for the interior lake and retention system, as more specifically designated on the recorded plat. Developer shall transfer the legal title to the common areas prior to or simultaneously with the conveyance by Developer of the lot which would cause the Developer to own less than ten (10%) percent of the lots in RIVER OAKS LANDING. There shall be no transfer of property rights to Orange County or any other governmental entity without the concurrence of 100% of the Owners.

2. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to suspension by the Association for the following:

A. Violation of rules and regulations governing use and enjoyment of the common areas adopted by the Association.

B. For any period during which any assessment remains unpaid.

III. HOMEOWNERS ASSOCIATION OF RIVER OAKS LANDING, INC.

1. MEMBERSHIP. Every person or entity who is a record fee simple owner of a lot in RIVER OAKS LANDING, including the Developer at all times as long as it owns all or any part of the

property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment.

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member shall be the declarant, who shall be entitled to eight (8) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

B. On December 31, 2020.

2. ESTABLISHMENT OF HOMEOWNERS' ASSOCIATION OF RIVER OAKS LANDING, INC.. There shall be established a homeowners' association, hereinafter sometimes referred to as Association, composed of record owners of each lot. The Association shall be the RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the common areas and property of RIVER OAKS LANDING and other duties hereafter provided for. The Association shall have all the powers and duties set forth in this Declaration and in the Articles of Incorporation and By-Laws and as granted by the laws of the State of Florida to non-profit corporations.

The Association shall be governed by a Board of Directors consisting of at least three (3) members, who need not be members of the Association. The Developer shall have the right to appoint any or all of the members of said Board of Directors or such lesser number as it may choose, as long as Developer owns fifty (50%) percent of the lots in RIVER OAKS LANDING. Members of the Board of Directors as to whom Developer may relinquish the

right to appoint, and all members of the Board of Directors after Developer no longer owns fifty (50%) percent of the lots in RIVER OAKS LANDING, shall be elected by and shall serve at the pleasure of a majority vote of the general membership of the Association. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Association's Board of Directors, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the Board of Directors and Association.

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, replacement reserve and reasonable operating reserve for the common property, in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. There shall be a reserve for periodic major maintenance to the streets and drainage system, including ponds, with minimum level of reserves to be maintained in perpetuity and replenished from time to time, as necessary, by assessment, and such minimum level of reserves shall be in an amount approved by the County. These funds shall be held in a separate account apart from all other Association funds. These funds shall be reported to the County by submission of an annual audit or County-approved financial report. Each owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per lot, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each lot, at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not members are sent notice thereof. Provided, however, that if the total annual assessment is less than one hundred twenty (\$120.00) Dollars, the Association may collect the assessment, in the sole discretion of the Board of Directors of the Association, in one annual payment and for up to one year in advance.

The board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the owners not less than 14 days prior to the meeting at which the budget will be considered. If the by-laws or declaration provides that the budget may be adopted by the board, the owners

shall be given written notice of the time and place of the meeting of the board which will consider the budget. The meeting shall be open to the owners. If an adopted budget requires assessments against the owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the voting interests to the board, shall call a special meeting of the owners within 30 days upon not less than 10 days' written notice to each owner. At the special meeting, owners shall consider and enact a budget. Unless the bylaws require a larger vote, the adoption of the budget shall require a vote of not less than majority vote of all the voting interests. The board may propose a budget to the owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the owners, the budget adopted by the board shall go into effect as scheduled.

Special assessments may be made by the Board of Directors of said Association from time to time to meet other needs or requirements of the Association in the operation and management of the common areas, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

The liability for any assessment or portion thereof may not be avoided by any lot owner or waived by reason of such owner's waiver of the use and enjoyment of any of the common areas or by his abandonment of his lot.

The record owners of each lot shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association, and for all costs of collection of delinquent assessments. In the event assessments against a lot are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. There shall be a Twenty-Five (\$25.00) Dollar late fee for each assessment that is unpaid for more than ten (10) days after due date. In addition to the late fee, assessments and late fees that are unpaid for more than thirty (30) days after due date shall bear interest at the rate of eighteen (18%) percent per annum until paid.

The Association shall have a lien on each lot for any unpaid assessments, and interest thereon which has been assessed against the lot owner of such property. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Orange County, Florida. Any and all such liens herein

provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as it deems necessary to collect assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorney fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for an assessment shall be subordinate to and inferior to any recorded institutional first mortgage, or mortgage of Developer, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, mortgage company, Developer or insurance company authorized to transact business in the State of Florida.

IV. COVENANTS FOR MAINTENANCE ASSESSMENTS

1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each lot owned by it within RIVER OAKS LANDING, hereby covenants, and each owner of any lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments and late fees, together with interest thereon from the due date at the rate of eighteen (18%) percent per annum and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot(s) against which each such assessment is made, and shall also be the personal obligation of the owner. In the event the highest rate of interest allowed by law is increased from eighteen (18%) percent, the Board, in its sole discretion, shall have the right to increase the interest rate on unpaid assessments to the highest rate allowed by law. ALL PROPERTY EXCEPT THAT WHICH IS LEGALLY PLATTED INTO INDIVIDUAL LOTS AS PER THE RECORDED PLAT OF RIVER

OAKS LANDING, SHALL BE EXEMPT FROM ASSESSMENTS. FURTHERMORE, ALL LOTS OWNED BY THE DEVELOPER OR A SUBSEQUENT DEVELOPER IN THE ORDINARY COURSE OF BUSINESS OR A LICENSED CONTRACTOR WHO HOLDS TITLE FOR THE PURPOSE OF CONSTRUCTING A HOME FOR SALE TO A THIRD PARTY PURCHASER, INCLUDING INDIVIDUALLY PLATTED LOTS, SHALL BE EXEMPT FROM ASSESSMENTS.

2. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents, and in particular for the improvement and maintenance of common area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

3. MEMBERS' APPROVAL OF ANNUAL ASSESSMENTS. Annual assessments set by the Board of Directors must be approved by simple majority of members of the Association present at the meeting called to approve such assessments; however, in no event shall the assessments approved failed to provide for the appropriate assessment necessary to maintain the minimum level of reserves for the major maintenance to the streets and drainage system.

4. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each lot in RIVER OAKS LANDING.

5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Board may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of any meeting.

6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date

of commencement. The due date of any assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

7. 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 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 lots and assessments applicable thereto which shall be sent to each owner at his last known address. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said 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.

An annual inspection of the streets and drainage system must be authorized by the Board and done by a registered engineer. This inspection shall, using good engineering practice, determine the level or maintenance needed and identify needed repairs. This will be submitted in a report format. Within 60 days of this report, the Board shall complete all remedial work recommended by the engineer. The report shall be forwarded to the County Engineer within 15 days of the Board's receipt.

8. AFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF HOMEOWNERS ASSOCIATION OF RIVER OAKS LANDING, INC.. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the lot(s) against which such assessment is made that shall bind such lot(s) in the hands of the owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner(s) against whom the assessment is levied.

If the assessment and late fee, if any, are not paid within thirty (30) days after the delinquent date, which shall be set by the Board of Directors of the Association, the assessment and late fee shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the lot(s) in like manner as a foreclosure of a

mortgage on real property, and/or a suit on the personal obligation against the owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including a reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

9. SUBORDINATION TO LIEN OF MORTGAGES. The lien of the assessments for which provision is herein made, as well as in any other article of this Declaration, shall be subordinate to the lien of any first mortgage to the Developer, a bank, life insurance company, federal or state savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer to the Association that the lien is subordinate to a mortgage shall be dispositive of any questions or subordination.

10. EXEMPT PROPERTY. All property except that which is legally platted into individual lots as per the recorded plat of RIVER OAKS LANDING, shall be exempt from assessments. Furthermore, all property owned by the Developer, in the ordinary course of business, including individually platted lots, shall be exempt from assessments.

V. EXTERIOR MAINTENANCE ASSESSMENT

1. EXTERIOR MAINTENANCE. The Association shall keep all common areas in good order and repair, including but not limited to, seeding, watering and mowing, pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management. In addition to maintenance upon the common area, the Association may provide upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance, including but not limited to, paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard clean-up and/or maintenance.

2. ASSESSMENT OF COSTS. The cost of such maintenance shall be assessed against the lot(s) upon which such maintenance

is performed. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

3. ACCESS AT REASONABLE HOURS. For the purpose of performing the maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right, after giving three days' notice in writing to the owner, to enter upon any lot or the exterior of any improvements thereon between the hours of 9:00 a.m. and 5:00 p.m. on any day except Saturday or Sunday and such entry shall not be deemed a trespass. In the event there is a serious health or safety hazard, the three days' notice requirement shall be waived.

VI. ROAD MAINTENANCE AND SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

1. ROAD RESURFACING. The Association shall resurface all streets at least every twelve (12) years.

2. MAINTENANCE. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

3. AMENDMENT.

A. Any amendment to this Declaration which alters or deviates from the conditions of approval for the RIVER OAKS, Preliminary Subdivision as a gated community with private streets, as approved by the Orange County Board of County

Commissioners on December 19, 1995, must have the prior written approval of the Board of County Commissions.

B. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

4. ENFORCEMENT. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

VII. ARCHITECTURAL CONTROL

1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No improvement or structure of any kind, including without limitation, any grading, clearing, extensive interference with the landscape, building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee hereinafter referred to as ARC. All plans and specifications shall be evaluated as to environmental compatibility, harmony of external design, and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended by the RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

2. ARCHITECTURAL REVIEW COMMITTEE. The architectural and control review functions as provided for in this Article shall be administered and performed by an Architectural Review Committee, hereby created and hereafter referred to as ARC.

Said ARC shall consist of three (3) members, who need not be members of the Association. The Developer shall have the right to appoint any or all of the members of the ARC or such lesser number as it may choose, as long as it owns ten (10%) percent or more of the lots in RIVER OAKS LANDING. Developer further expressly reserves the absolute right, in its sole discretion, to adopt, amend, modify or waive, in whole or in part, the

Architectural Planning Criteria, or compliance therewith, for as long as it owns ten (10%) percent or more of the lots in RIVER OAKS LANDING. Members of the ARC as to whom Developer may relinquish the right to appoint, and all members of the ARC after Developer no longer owns ten (10%) percent or more of the lots in RIVER OAKS LANDING, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by a Developer. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in RIVER OAKS LANDING, then and in that event, the appointment, and/or administration of the ARC shall be performed by the Association or its appointed committee, in accordance with Section 3 below.

3. POWERS AND DUTIES OF THE ARC.

A. Prior to Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in RIVER OAKS LANDING, the ARC appointed by said Developer shall operate independent of the Association and shall expressly be empowered to undertake all actions and make all decisions on all matters of concern which may come before said ARC. Approving, disapproving, modifying or waiving the same upon the majority vote of its committee members.

B. Upon Developer transferring or conveying the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in RIVER OAKS LANDING, the ARC shall then come under the control of, and shall be administered by the Association. The ARC shall have the following powers and duties:

To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the

Association at a meeting duly called and noticed and at which a quorum is present and voting.

4. PURPOSE OF THE ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within RIVER OAKS LANDING. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

5. PROCEDURE BEFORE THE ARC. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC and such additional information as required by this Declaration. No later than fifteen (15) business days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within the fifteen (15) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. the initial address of the ARC shall be: 110 River Woods Drive, Rockledge, Florida 32955.

VIII. RESTRICTIONS

1. RESIDENTIAL USE. The property subject to these covenants and restrictions may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected nor shall any improvements or construction commence upon any lot without prior ARC approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size. Each subdivided lot shall thereafter be treated as a separate lot for all purposes, including without limitation, the levying of assessments.

PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO USE THE PROPERTY AND TO DEVELOP THE PROPERTY, AND TO CONSTRUCT RESIDENTIAL UNITS ON SUCH PROPERTY PROVIDED THE SAME COMPLY WITH THE ZONING ORDINANCES OF ORANGE COUNTY, FLORIDA.

2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, sheds, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the prior written consent of the ARC.

3. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than a residential home.

4. BOATS AND MOTOR VEHICLES. For the purpose of this section, a "vehicle" shall be considered to be any automobile, truck, motorhome, camper, motorcycle, tractor, boat, trailer or any other type vehicle owned or otherwise used by the lot owner or a member of his family. No vehicle shall be parked on public right-of-way or front or side yard except in unusual circumstances or under very temporary conditions, such as during social gatherings. Driveways may be used to temporarily park a vehicle, but this shall not include overnight parking for any vehicle other than personal automobiles; otherwise, all vehicles, with the exception of personal automobiles, must be kept in an enclosure or stored in a manner screened from adjoining streets. No vehicle which is unlicensed or considered to be inoperative shall be allowed to remain on any lot for a period in excess of two (2) days without Association approval. Vehicle maintenance and minor repair only are permitted provided such maintenance or repair is limited to owner's family vehicles and is being performed within an enclosure or an area screened from adjoining streets.

5. TREES. NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS THREE (3) INCHES IN DIAMETER AT ONE FOOT (1') ABOVE THE NATURAL GRADE SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE ARC. THE BOARD, IN ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO ASSESS A FIVE HUNDRED (\$500.00) DOLLAR PENALTY PER TREE FOR VIOLATION OF THIS SECTION.

6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, except around swimming pools, unless approved in advance and in writing by the ARC.

7. GARAGES. No garage shall be enclosed or converted to other use except for lawn maintenance equipment storage and

personal workshop area without the express written approval of the ARC.

8. CLOTHES DRYING AREA. No portion of any lot shall be used for a drying or hanging area for laundry of any kind. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Section 163.04, Florida Statutes (1993).

9. LANDSCAPING. EACH LOT SHALL HAVE A MINIMUM OF TWO (2) TREES WITH A THREE (3') FOOT CALIPER, AND TWENTY (20) BUSHES, BOTH IN A VARIETY CONSISTENT WITH THE SUBDIVISION. THE TWO-TREE MINIMUM INCLUDES EXISTING TREES.

10. NUISANCES. Nothing shall be done or maintained on any lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

11. SIGNS. No sign of any kind other than the name and address of the owner shall be displayed to the public view on any lot or improvements thereon except for the following:

A. Homeowners may display one sign not exceeding four square feet, provided said sign is expressly approved in advance and in writing by the ARC.

B. This provision shall not apply to the Developer, its successors or assigns, or builders approved by Developer.

12. PETS. In no event may any animal be kept on the property for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Upon the receipt of written complaint from two or more owners, the Board of Directors may order that any animal creating a nuisance be removed from RIVER OAKS LANDING.

13. BOARDING UP. There shall be no "boarding up" of houses while the homes are vacant for a long period of time. There shall be allowed storm protection only in the event of and during the period of time of a storm likely to cause damage to the house.

14. AIR CONDITIONING. No window or wall air conditioning units shall be permitted.

15. EXTERIOR STAIRWAYS. Exterior stairways shall be permitted if approved by the ARC.

16. RENTALS. Owners shall not rent their property for periods of less than ninety (90) days.

17. FILLING-IN PROHIBITED. No lot or parcel shall be increased in size by filling-in the waters on which it abuts. The elevation of the lot shall not be changed so as to materially affect the surface grade of the surrounding lots, or obstruct the drainage in any manner. This provision shall not apply to the Developer, its successors, or assigns.

18. CERTAIN VEHICLES. No unlicensed or non-operative motor vehicle may be parked on any lot at any time. No commercial vehicle, truck, bus or similar vehicle shall be parked on any lot except when rendering a service or making a delivery, nor shall any motor vehicle be parked overnight in the road right-of-way.

19. PROHIBITION ON VACATING LOTS. The Association and any lot owner and successor in interest to a lot owner or Association shall be prohibited from vacating any lots to become roads that would interfere with the private use and overall concept of the RIVER OAKS LANDING community as is being established in accordance with the Declaration of Covenants and Restrictions.

20. MISCELLANEOUS. No weeds or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining lots or public areas. Owners of lots which abut any part of a lake or waterway shall be obligated to maintain the lot grass and landscaping up to the water line.

21. ROOFS. All roofs of principal structures shall be composed of 3 tab, 220 lb. or better shingles.

22. BLOCK. There shall be no exposed block and all block shall be stuccoed. No wood panels shall be allowed. All wood siding shall be lap siding.

23. SQUARE FEET. No residential unit shall be constructed on the Property unless it contains at least 1,700 square feet of

living area. However, living area may include up to 25% of an enclosed garage and/or screened porch under primary roof, but not to exceed 10% of the minimum living area requirement set forth herein.

24. GARAGES. No aluminum, wood, or steel carports shall be built on any lots. Any other type of carport must be submitted to the ARC for approval. Each house shall have a garage with a capacity of at least two (2) automobiles (automatic garage door openers are optional), and entry to the garage shall be located on the front or side front of the residence. No fiberglass garage doors are permitted.

25. AIR CONDITIONERS. No wall-mounted air conditioning units shall be installed. No air conditioning units shall be placed on the front of any residence (or the side of a residence which faces the street), unless approved by the ARC. Air conditioning units may be placed at the side or back of the residence, provided they are at least five (5) feet from the closest property line. Each unit must be adequately and ornamentally screened if visible from the street.

26. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utility lines and the residence located on each lot shall be concealed and located underground so as not to be visible. Electric service is to be provided by FLORIDA POWER CORPORATION, through underground primary services lines running to transformers. Developer (Seller) shall have no responsibility or liability for the maintenance, operation, safety, repair or replacement of any electrical system serving any improvements on any lots.

27. COMPLETION OF CONSTRUCTION. Once construction of any building is begun, work shall be diligently continued until full completion. The main residence and all related structures shown on the plans and specifications approved by the ARC must be completed within eight (8) months after the start of construction, unless such completion is made impossible as a direct result of labor strikes, fires, national emergencies, or other calamities outside the control of the builder and/or owner. Prior to completion of construction, the owner and/or builder shall install, at his expense, a suitable concrete or asphalt driveway from the paved portion of the street to his garage entrance. During construction on any lot, all delivery trucks and other vehicles involved in the construction (except those heavy enough to damage the driveway), shall enter the lot only at this location.

28. NO TEMPORARY STRUCTURES. No mobile homes, trailers, sheds, shacks, tents or other structure of a temporary nature (except adequate sanitary toilet facilities for workers during construction and the Developer's construction trailer) shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence. However, builders may use a construction trailer or sales trailer.

29. AERIALS AND ANTENNA. No radio or television aerial, antenna, satellite dish or any other exterior electronic equipment or devices of any kind shall be installed or maintained on any roof of a residence or on any part of the lot where it would be visible from the street without written permission from the ARC.

30. MAIL BOXES. No mail box or other receptacles of any kind used for the delivery of mail, newspapers, magazines or similar material shall be erected on any lot unless the size, location and design type shall have been approved by the ARC. No wall receptacles shall be permitted pursuant to post office regulations.

31. WATER SUPPLY. The central water supply system established for the property shall be used as the sole source of water for all water spigots and outlets within all buildings and improvements located on each lot. Each owner shall, at his expense, connect the water lines to the water distribution main provided to serve that owner's lot and shall pay water meter charges established or approved by the appropriate regulatory authority. After such connection, each owner shall pay when due, the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any lot, except solely to supply water for use on the lot for air conditioning, heating, irrigation, swimming pools or other exterior use. All pumps shall be located in the rear yard or inside the garage so as not to be seen from the street.

32. SEWAGE DISPOSAL. Each owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that owner's lot. After such connection, each owner shall pay when due, the periodic charges or rates for the furnishing of such sewage collection and disposal service. Collection tanks shall be pumped out at least every two (2) years at the owner's expense.

33. SOLAR PANELS. No solar panels shall be allowed on the front roof of any residential dwelling.

34. BASKETBALL HOOPS. No basketball hoops shall be attached to any residential dwelling.

IX. GENERAL PROVISIONS

1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions, in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give Developer and/or Association and/or owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner(s) of the subject property, provided such proceeding results in a finding that such owner was in violation of said covenants and restrictions. Expenses of litigation shall include attorney's fees and costs incurred by the Developer and/or the Association in seeking such enforcement.

2. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

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

4. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

5. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the Public Records of Orange County, Florida.

6. SALES CONTRACTS. All sales contracts (whether new or resale) expressly disclose the requirements set forth herein relative to roads and drainage.

7. INDEMNIFICATION. The Developer (to the extent and limited to (i) the period during which the Developer controls the Association, and (ii) to the extent the Developer has a right, title, interest and/or estate in or to any platted lots) and the Association hereby indemnify and hold harmless Orange County for any cost of maintenance and reconstruction of, or tort liability related to or stemming from, the streets and/or drainage system.

8. AD VALOREM TAXES. There shall be no reduction in ad valorem taxes for any Owner based upon the privatization of the streets and drainage system.

9. DEFAULT. Should the Association default upon any of its obligations regarding the road and drainage system, the County may, at its option, upon due notice of default and after a stated time to cure, remove the gates and, upon dedication of the rights of way, assume responsibility for maintenance, using available Association reserves or, if none or an insufficient amount exists, employ other financing methods as the County may elect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law, on this, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

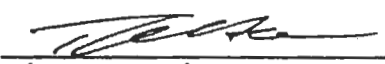
RIVER OAKS OF ORANGE COUNTY, INC.,
a Florida corporation

By: 
RANDALL REX, President

Address: P. O. Box 3767
Cocoa, FL 32924


Witness Signature


WILLIAM R. JUDD
Print Witness Name


Witness Signature

Thomas C. Alday, III
Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

THE FOREGOING INSTRUMENT was acknowledged before me this 8th
day of March, 1996 by RANDALL REX, as President of RIVER
OAKS OF ORANGE COUNTY, INC., a Florida corporation, who is
personally known to me, or who produced _____
_____ as identification, and who did take an oath.

 LAURA ANN ROTTMANN
My Comm Exp. 6/07/99
Bonded By Service Ins
No. CC469850
My Commission expires: _____

Laura Ann Rottmann
Notary Public Signature
Laura Ann Rottmann
Print Notary Public Name

hoa\rivoak\orange\deccov.1

AMENDMENT TO ARTICLES OF INCORPORATION
OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.,

The following provisions of the Articles of Incorporation of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, filed in the Office of the Secretary of State of Florida in Tallahassee, Florida on December 5, 1995, be and they are hereby amended in the following particulars:

1. Articles VIII, IX and X are added as follows:

ARTICLE VIII

If the corporation is dissolved, the assets of the corporation shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

ARTICLE IX

Amendment of these Articles of Incorporation shall require the approval of at least a two-thirds (2/3) vote of the lot owners.

ARTICLE X

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment to these Articles requires approval of HUD/VA as long as there is a Class B membership.

The foregoing Amendments were adopted by the Stockholders and Directors of the corporation on July 31st, 1996.

IN WITNESS WHEREOF, the undersigned officers of the corporation have executed this Amendment to Articles of Incorporation on this 31st day of July, 1996.



RANDALL L. REX



THOMAS G. ALDAY, III



MALCOLM R. KIRSCHENBAUM

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of July, 1996, by RANDALL L. REX, as an Officer of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, who is personally known to me, or who produced _____ as identification, and who did take an oath.



LAURA ANN ROTTMANN
My Comm Exp. 6/07/99
Bonded By Service Ins
No. CC469850
My Commission expires:
|| Personally Known || Other I.D.

Laura Ann Rottmann
Notary Public Signature
Laura Ann Rottmann
Print Notary Public Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of July, 1996, by THOMAS G. ALDAY, III, as an Officer of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, who is personally known to me, or who produced _____ as identification, and who did take an oath.



LAURA ANN ROTTMANN
My Comm Exp. 6/07/99
Bonded By Service Ins
No. CC469850
My Commission expires:
|| Personally Known || Other I.D.

Laura Ann Rottmann
Notary Public Signature
Laura Ann Rottmann
Print Notary Public Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of July, 1996, by MALCOLM R. KIRSCHENBAUM, as an Officer of

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 5, 1995, as shown by the records of this office.

The document number of this corporation is N95000005738.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifth day of December, 1995



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

FILED

95 DEC -5 PM 3:57

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

OR Bk 5029 Pg 1146
Orange Co FL 5550642

RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION

We, the undersigned, with other persons being desirous of forming a nonprofit corporation, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I.

The name of the corporation shall be:

RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

The address of the principal office of this corporation shall be 1501 West Colonial Drive, Orlando, Florida 32804, and the mailing address of the corporation shall be the same.

ARTICLE II.

The general purpose of the business or businesses to be transacted by this corporation, together with and in addition to the authority and powers conferred by the laws of the State of Florida is to administer the operation and management of the common areas of River Oaks Landing Homeowners Association.

ARTICLE III.

The manner in which the directors are to be elected or appointed is as stated in the bylaws.

ARTICLE IV.

The name and address of the incorporator of these Articles is:

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

ARTICLE V.

This corporation is to exist perpetually.

ARTICLE VI. DIRECTORS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of its Board of Directors, subject to any limitation set forth in these Articles of Incorporation. This corporation shall have three Directors, initially. The names and addresses of the initial members of the Board of Directors are:

Randall L. Rex Dir.	1501 West Colonial Drive Orlando, Florida 32804
Thomas G. Alday, III Dir.	Same
Malcolm R. Kirschenbaum Dir.	Same

ARTICLE VII.

The street address of the initial registered office of the corporation shall be 1201 Hays Street, Tallahassee, Florida 32301, and the name of the initial registered agent of the corporation at that address is Corporation Service Company.

IN WITNESS THEREOF, the undersigned agent of Corporation Service Company, has hereunto set their hand and seal of Corporation Service Company on December 5, 1995.

Corporation Service Company

By: *Gail Shelby*
Its Agent, Gail Shelby

ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION

Corporation Service Company, a Delaware corporation authorized to transact business in this State, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

CORPORATION SERVICE COMPANY

By: *Gail Shelby*
Its Agent, Gail Shelby

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

95 DEC -5 PM 3:57

FILED

EXHIBIT B

DESCRIPTION:

That part of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 22 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of Section 9, Township 22 South, Range 31 East and run N 00°52'54" E along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 9 for a distance of 1293.85 feet to the Northwest corner thereof; thence run S 89°58'55" E along the North line of said Southwest 1/4 of the Southwest 1/4 for a distance of 1259.77 feet to the West Right-of-Way line of Rouse Road (60' R/W); thence run S 00°05'07" W along said Right-of-Way line for a distance of 971.22 feet to the North line of the South 1/4 of said Southwest 1/4 of the Southwest 1/4; thence run N 89°56'23" W along said North line for a distance of 249.00 feet to the West line of the East 279.00 feet of said South 1/4; thence run S 00°05'07" W along said West line for a distance of 323.68 feet to the South line of said Southwest 1/4 of the Southwest 1/4; thence run N 89°55'33" W along said South line for a distance of 1028.75 feet to the POINT OF BEGINNING.

Containing 35.849 acres more or less.

EXHIBIT C
ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for RIVER OAKS LANDING, provides that a committee known as the Architectural Review Committee (the "ARC"); be initially established and administered by the Developer; and

WHEREAS, the above-referenced Declaration for RIVER OAKS LANDING provides that upon the Developer transferring the lot which would cause the Developer to own less than ten (10%) percent of the total number of lots in RIVER OAKS LANDING, that the Board of Directors of the RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC. (the "Association") shall appoint, oversee and/or administer the ARC, and further that the Association, on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for RIVER OAKS LANDING, which criteria are to be set forth in writing and made known to all owners and all prospective owners in RIVER OAKS LANDING.

NOW, THEREFORE, the Developer has appointed a committee to be known as the Architectural Review Committee (ARC) in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, Conditions and Restrictions for RIVER OAKS LANDING. The ARC does hereby adopt the following Architectural Planning Criteria, putting all on notice of the same:

1. It is the plan of the Developer to develop RIVER OAKS LANDING into a highly restricted community of quality homes. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the natural environment and the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

2. BUILDING TYPE. No building shall be erected, altered, placed, or permitted to remain on any lot in RIVER OAKS LANDING other than a residence.

3. REQUIRED PLAN. Two sets of plans for the following lot improvements, both of which will be the property of the ARC, must be submitted to and will require review and approval by the ARC before any implementation can begin:

A. Clearing, Grading, Excavating, Trenching or other Extensive Interference with the Natural Terrain and

Landscape. A plan for listed improvements will consist of a lot plan at a scale not less than 1 to 100, showing all easements of record and all trees over three inches (3") in diameter at one foot (1') above the natural grade of the land. All changes to be made to the lot, including preparation for the pouring of concrete; must be included on said plan. Cuts in the natural grade of the lot of more than one foot (1') variation from the original grade, or which will result in a final grade variation of over one foot (1') from the original grade should be shown by a presentation of an original and a final map of topography.

B. Construction Plans. All plans for construction should be submitted at a scale not less than 1 to 20, should show all setbacks, location of pad with outer wall dimensions including position of garage, location of driveways and walkways, and any other proposed lot improvements.

In addition, the plans should show elevations to scale, of all sides of contemplated structures, the floor plan and a summary specifications list of proposed construction materials. Samples of external construction materials, which cannot be adequately described, should be included.

C. Landscaping. All plans submitted should be at a scale not less than 1/4 to 1/8 and should show and locate all landscape improvements contemplated, including but not limited to such items as plant types and sizes, sprinkler systems, and driveway(s), walkway(s), path(s), wall(s) and fence(s) and types of materials to be used. A comprehensive landscaping plan prepared by a landscape architect or other qualified landscape engineer shall be submitted to the ARC prior to the commencement of any clearing, landscaping or construction.

4. ROOFS. All roofs of principal structures shall be composed of 3 tab, 220 lb. shingles or better, unless some other material is approved in advance by the ARC.

5. BLOCK. There shall be no exposed block.

6. FENCES AND WALLS. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval by the ARC. No boundary wall or fence shall be constructed greater than six (6') feet high.

Recorded - Martha O. Haynie

7. SWIMMING POOLS. Any swimming pool to be constructed on any lot shall be subject to the approval of the ARC.

8. GARBAGE AND TRASH CONTAINERS. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of view from the road.

9. TEMPORARY STRUCTURES. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other out building shall be used on a lot at any time as a residence either temporarily or permanently.

10. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

11. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the ARC.

12. EXPOSED METAL. Anodized or painted finishes are required on all metal finishes, including, but not limited to, windows, window screens, roof flashings, garage doors and screened pool enclosures.

13. AMENDMENTS. The Developer reserves the right to modify the provisions herein at its sole discretion, so long as it owns ten (10%) percent or more of the lots in RIVER OAKS LANDING.

hoa\rivoak\orange\deccov.

BY-LAWS OF

RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is the RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 1501 West Colonial Drive, Orlando, Florida 32804, but the meeting of members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the RIVER OAKS LANDING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as recorded in Official Records Book 5029, Page 1123, Public Records Record of Orange County, Florida.

SECTION 1. "Association" shall mean and refer to the RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real and personal property (including improvements thereto) owned by the Association, in fee simple, by virtue of dedication to the Association, or otherwise, for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any unit, dwelling, home, parcel, tract or plot of land in any stage or phase of or in the overall RIVER OAKS LANDING subdivision on file with the City of Orlando with the exception of the Common Area, and/or road right-of-ways as shown or subsequently shown on any recorded subdivision map or stage of the overall properties if dedicated to a public authority or the Association for maintenance. Each lot is subject to assessment and entitles each owner to voting rights as hereinafter defined.

SECTION 6. "Declarant" shall mean and refer to RIVER OAKS OF ORANGE COUNTY, INC., a Florida corporation, its predecessors in title, successors and assigns if such successors or assigns should acquire more than one lot from the Declarant for the purpose of development.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

SECTION 8. "Declaration" shall mean and refer to that set of Declaration of Restrictions as applicable to RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., and to any part of RIVER OAKS LANDING.

SECTION 9. "RIVER OAKS LANDING" shall mean the overall RIVER OAKS LANDING subdivision on file with Orange County.

ARTICLE III - MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date turnover is completed to the Association, as provided for in the Articles of Incorporation, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 1:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the vote.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting; the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a

quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV - BOARD OF DIRECTORS:
SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the members shall elect three directors for a term of one (1) year.

SECTION 3. Removal. Subsequent to the Developer's turnover, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee.

Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two 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. 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 may be made from among members or non-members.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETING OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have power to:

A. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B. suspend the voting rights and right to use the

recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

D. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

F. mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to owners;

G. to contract for the management of the Association and common areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

H. to employ personnel to perform the services required for proper administration of the Association; and

I. the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

A. 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 statement is requested in writing by one-fourth (1/4) of all the members who are entitled to vote;

B. supervise all officers, agents and employees of

this Association, and to see that their duties are properly performed;

C. as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each unit or projected unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

D. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. procure and maintain adequate liability and hazard insurance on property owned by the Association;

F. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

G. cause the Common Area to be maintained;

H. protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and

I. mortgage or encumber common areas as set forth in the Declaration, and assign such assessments or portions thereof to owners.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. After the sale of all lots, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

SECTION 8. Duties. The duties of the officers are as follows:

A. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

C. SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

D. TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX - COMMITTEES

The Association shall appoint an Architectural Review Committee as provided in the Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the

property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a corporation not for profit.

ARTICLE XIII - AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV - MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. The Association shall maintain accounting records for each property it maintains in the county where the property is located, according to good accounting practices. The records shall be open for inspection by owners or their authorized representatives between the hours of 9:00 a.m. and 5:00 p.m. The records shall include, but are not limited to:

- (1) A record of all receipts and expenditures.
- (2) An account for each lot and unit designating the name and current address of the lot and unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

B. The Board of Directors shall adopt a budget for

each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common areas, landscaping, streets and walkways, office expense, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each member as more fully provided in the Declaration. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the directors.

D. An audit of the accounts of the Association shall be made annually by an accountant.

E. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

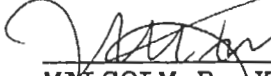
ARTICLE XVI - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these By-Laws or with statutes of the State of Florida.

IN WITNESS WHEREOF, we, being all of the directors of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this ____ day of March, 1997.

RANDALL REX

THOMAS G. ALDAY, III



MALCOLM R. KIRSCHENBAUM

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of March, 1997, by RANDALL REX, THOMAS G. ALDAY, III, and MALCOLM R. KIRSCHENBAUM, who are (personally known to me), or who produced _____ as identification, and who did take an oath.



NANCY F. MERCHANT
COMMISSION # CC 635581
EXPIRES OCT 11, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

My commission expires:


Notary Public Signature

Nancy F. Merchant
Print Notary Public Name

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly-elected Secretary of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18 day of March, 1997.


Secretary