

**MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
RIVIERA DUNES**

This Master Declaration is made this 23<sup>rd</sup> day of November 1999, by W.C. RIVIERA PARTNERS, L.C., a Florida limited liability company (the "Declarant"), and joined by FIRST DARTMOUTH HOMES, a Florida general partnership ("First Dartmouth").

**W I T N E S S E T H:**

**WHEREAS**, Declarant and First Dartmouth are the owners of certain real property in Manatee County, Florida, more particularly described in **Article 2**; and

**WHEREAS**, the Declarant intends that there will be created thereon, in phases, a planned community to be known as Riviera Dunes; and

**WHEREAS**, Riviera Dunes will be a "Development of Regional Impact" (as that term is defined in Chapter 380, *Florida Statutes*), which is to be developed initially in accordance with a Preliminary Development Agreement with the Florida Department Community Affairs and the City of Palmetto, Florida, as amended, notice of which is recorded in O.R. Book 1588, Page 3872, Public Records of Manatee County, Florida, and further, in accordance with any subsequently-issued development order pursuant to Chapter 380; and

**WHEREAS**, the entryways into Riviera Dunes will be landscaped, constructed and maintained in a manner appropriate for a high quality development; and

**WHEREAS**, Riviera Dunes will contain certain areas designated for common use for the benefit of some or all members of the Master Association; and

**WHEREAS**, maintenance of such areas will be the responsibility of the Master

Association, except as otherwise provided or allowed herein; and

**WHEREAS**, there are or will be lakes and wetlands within Riviera Dunes, which will be an integral part of the Stormwater Management Systems for Riviera Dunes; and

**WHEREAS**, maintenance of various Stormwater Management Systems will be the responsibility of the Master Association, except as otherwise provided or allowed herein; and

**WHEREAS**, the Master Association will assess properties subject to this Master Declaration for such maintenance and other costs provided for herein; and

**WHEREAS**, Declarant has caused the Riviera Dunes Master Association, Inc., a not-for-profit corporation, to be incorporated so that it may serve as an organization to implement the Master Declaration; and

**WHEREAS**, other associations will be created for the purpose of enforcing more specialized covenants for portions of Riviera Dunes and for implementing certain provisions hereof; and

**WHEREAS**, Declarant desires to establish covenants, conditions, restrictions and easements that apply to Riviera Dunes and benefit present and future Owners within Riviera Dunes.

**NOW, THEREFORE**, Declarant and First Dartmouth hereby declare that the real property described in **Section 2.01**, and such additions thereto as may hereafter be made pursuant to **Article 2**, is and shall be held, sold, conveyed, leased, occupied and used subject to this Master Declaration and the covenants, restrictions, conditions, easements, charges and liens provided for herein.

## **ARTICLE I DEFINITIONS**

The following words and terms, when used in this Master Declaration or any Supplemental Master Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. "ACC" means the Architectural Control Committee described in **Article 10**.

1.02 "Architectural Review" means the requirements of this Master Declaration that site plans and development plans for improvements and alterations to, and landscaping of, Lots, Parcels, Sub-Association Property and structures thereon, as well as Repair or Restoration thereof, be reviewed and approved. Where the context indicates, Architectural Review means the administrative process of **Article 10**.

1.03. "Articles" mean the Articles of Incorporation of the Master Association, a copy of which is attached hereto as **Exhibit B**.

1.04. "Assessment" means a charge against a particular Owner and his Lot or Parcel, made by the Master Association in accordance with this Master Declaration. The following meanings shall be given to the following types of Assessments:

(a) "Neighborhood Assessment" means the recurring periodic Assessment for each Owner's share of the budgeted Neighborhood Common Expense.

(b) "Regular Assessment" means the recurring periodic Assessment for each Owner's share of the budgeted Regular Common Expense.

(c) "Special Assessment" means any Assessment other than a Regular Assessment or the Neighborhood Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts necessary to supplement Regular or Neighborhood Assessments' costs to bring a particular Owner, Lot or Parcel into compliance with this Master Declaration, the Articles, By-Laws or rules adopted pursuant hereto; costs of adding, improving, repairing or replacing Common Property; or the cost of any service, material or combination thereof obtained by the Master Association for the use and benefit of an Owner or his Lot or Parcel as provided herein.

1.05. "Assessment Index" means the number of Index Points assigned to each Lot or Parcel to establish the share of Common Expense to be borne by such Lot or Parcel. Each Lot shall have one Index Point and each Parcel shall have twenty (20) Index Points per full developable acre thereof (exclusive of roadways [once determined] serving more than one (1) Lot or Parcel) as determined by Declarant for purposes of Assessments and voting rights, except **those areas identified on the attached Exhibit D as parcels 4 and 18** shall not be assigned Index Points.

1.06. "Board" means the Board of Directors of the Master Association.

1.07. "By-Laws" mean the By-Laws of the Master Association, a copy of which is attached hereto as **Exhibit C**.

1.08. "City" means the City of Palmetto, Florida.

1.09. "Common Expenses" means the actual and estimated cost of (a) administration and-management of the Master Association, (b) maintenance, ownership and operation of the Common Property and Exclusive Common Property (but not including the initial construction to completion of any improvements thereon), (c) any item designated as a Common Expense, and (d) any material, service, tax, premium, assessment or charge reasonably or necessarily incurred by the Master Association arising from its ownership, operation, maintenance, management,

administrative or other obligations set forth herein, in the Articles or By-laws, or which are in furtherance of the purposes of the Master Association or that are incurred in discharge of any obligation expressly or impliedly imposed on the Master Association hereby. The following meanings shall be given to the following types of Common Expenses:

(a) "Neighborhood Common Expense" means a Common Expense for Exclusive Common Property or other areas, easements or facilities that benefit(s) only a Neighborhood(s) and/or a Parcel(s).

(b) "Regular Common Expense" means Common Expenses for Common Property (less Exclusive Common Property) or other Common Expenses that are not Neighborhood Common Expenses.

1.10. "Common Property" means the lands, systems, facilities, rights and easements which may be deeded, leased, conveyed, granted, reserved or assigned to the Master Association and designated by Declarant as "Common Property," together with all improvements thereon and equipment, facilities and rights associated therewith or related thereto. Common Property includes personal property acquired by the Master Association if so designated. Common Property includes Exclusive Common Property unless the context requires or suggests otherwise.

1.11. "Community Service System" means a system of facilities, installations, ownerships, rights, licenses, uses, improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the owners and occupants of Riviera Dunes, and their guests, whether in whole or in part deemed Common Property, or located within and being a part of a Lot, Parcel, Neighborhood, Sub-Association Property or otherwise. By way of explanation, and not limitation, a community service system may include the Stormwater Management Systems, bike paths, recreational facilities, private roads, facilities to provide utilities, street lighting, administrative support programs, and where reasonably required for implementation of such systems, appropriate ownerships, interests, easements, servitudes, licenses and other use rights.

1.12. "Declarant" means W. C. Riviera Partners, L.C., a Florida limited liability company, or its successors, assigns, nominees or designees, in whole or in part, as such Declarant may designate.

1.13. "Declaration" means this Master Declaration, including any amendments hereto and any Supplemental Master Declarations filed hereunder. The term "Declaration" shall have the same meaning as the term "Master Declaration" and the term "Master Covenants."

1.14. "Delegate Member" means a designated representative of a Neighborhood Association who is entitled to cast the votes of Regular Members in accordance with **Article 3** and the By-Laws.

1.15. "Delegate Voting" means the procedure whereby the votes of the Regular Members are cast on their behalf by the Delegate Members in accordance with this Declaration and the By-Laws.

1.16. "DEP" means Florida Department of Environmental Protection.

1.17. "Development Documents" mean declarations of covenants, conditions, restrictions or easements; declarations of condominium; homeowners' or property owners' declarations; association articles and by-laws; and deed restrictions or covenants affecting the use and occupancy of parts of Riviera Dunes that may be imposed upon parts of Riviera Dunes by Declarant or Sub-Developers, and any subdivision, condominium or other plats, surveys, plot plans or graphic descriptions filed among the public records in accordance with the Development Plan, specific Governmental Approvals or other Development Documents. Neighborhood Documents are Development Documents.

1.18. "Development Plan" means the conceptual development plan for Riviera Dunes as it now exists, and as it may from time to time hereafter be amended; provided, however, amendments to the Development Plan must be approved by Declarant, in its sole discretion, prior to the Turnover Date. Development Plan includes the terms of the Governmental Approvals.

1.19. "Exclusive Common Property" shall mean portions of Riviera Dunes designated herein or on any plat within Riviera Dunes as such. Only the Owners benefitting from Exclusive Common Property shall be entitled to utilize same and shall be assessed for same.

1.20. "Governmental Approvals" mean all and singular those development orders, site plan approvals, governmental stipulations, conditions, permits and requirements, as they may be amended from time to time, authorizing the development of Riviera Dunes.

1.21. "Harbor" means that portion of Riviera Dunes that as of the date of the filing of this Master Declaration consists of the man-made lake that is planned, subject to permitting, to be opened to the Manatee River, including the channels within the Submerged Lands Easement.

1.22. "Harbor Stormwater Retention Area" means a 12 +/- acre portion of the Harbor to be located generally in the northwest corner of the Harbor and to be segregated from the balance of the Harbor and converted to a freshwater area for stormwater retention and other uses to be determined by Declarant in its sole discretion.

1.23. "Index Point" means the unit of measure for voting and assessment rights and obligations.

1.24. "Lot" means a discrete lot or tract on a recorded subdivision plat of land designated for residential purposes; a condominium parcel within a condominium,, which property is subject to this Declaration. Common Property, Neighborhood Property, and Parcels are not

Lots. If an Owner combines two (2) previously-subdivided Lots into one (1) Lot, or if three (3) previously-subdivided Lots are combined into two (2) Lots, and the Owner of the resulting enlarged Lot actually constructs only one (1) single home on the resulting Lot, for purposes of this Declaration, the resulting enlarged Lot shall be treated as one Lot.

1.25. "Master Association" means Riviera Dunes Master Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.26. "Master Declaration" means this Declaration, including any amendments hereto and any Supplemental Master Declarations filed hereunder. "Master Declaration" has the same meaning as "Declaration" and "Master Covenants."

1.27. "Member" means every person or entity qualified for membership in the Master Association.

1.28. "Neighborhood" means a part of Riviera Dunes including Lots, Parcels, Neighborhood Property, or any combination thereof, subject to common Development Documents (the "Neighborhood Documents"), no part of which area is also subject to other Development Documents applicable to such part only. In the event of any question as to what constitutes a Neighborhood, the written determination of Declarant shall be final and binding on all owners.

1.29. "Neighborhood ACC" means the architectural review committee of a Neighborhood Association.

1.30. "Neighborhood Association" means an association responsible for the operation, management or administration of a Neighborhood, in accordance with Neighborhood Documents.

1.31. "Neighborhood Documents" means recorded Development Documents affecting only a Neighborhood and administered by a Neighborhood Association.

1.32. "Neighborhood Property" means the lands, easements, licenses, servitudes, use rights, systems and facilities owned by or granted, reserved or assigned to a Neighborhood Association, together with all improvements thereon and equipment, facilities and rights associated or related thereto, together with any tangible personal property of any such Neighborhood Association.

1.33. "Owner" means the single or multiple Owner of record of the fee simple title to any Lot or Parcel, but excluding those having such interest merely as security for the performance of an obligation, and excluding Declarant prior to the Turnover Date.

1.34. "Parcel" means any part of the property now or hereafter subject to this Declaration other than Lots, Common Property, streets, roads or other lands owned by or

dedicated to a governmental unit or agency or public utility company. To the extent any Parcel is converted to Lots or Neighborhood Property, it shall cease to be a Parcel.

1.35. "Regular Members" means Members other than Declarant prior to the Turnover Date.

1.36. "Riviera Dunes" means all of the land now or hereafter subject to this Master Declaration.

1.37. "Stormwater Management System" means a system of lakes, ponds, wetlands, streams, creeks, detention and retention facilities, ditches, culverts, structures, facilities, easements, licenses, ownership interests and use rights as they may now or hereafter from time to time exist within Riviera Dunes, providing for a planned system of stormwater management for portions of Riviera Dunes in accordance with the Governmental Approvals.

1.38. "Sub-Developer" means an Owner of a Parcel or Lots whose ownership is for the primary purpose of effecting the development or sale of a part-of Riviera Dunes in accordance with the Development Plan. If a question arises as to whether an Owner is a Sub-Developer, Declarant's written determination is conclusive and binding on all Owners.

1.39. "Submerged Lands Easement" shall mean that certain Sovereign Submerged Lands Easement granted by the Board of Trustees of the Internal Improvement Fund, originally recorded in O.R. Book 1378, Page 1557, Public Records of Manatee County, Florida, as amended, renewed and assigned from time to time.

1.40. "SWFWMD" means Southwest Florida Water Management District.

1.41. "Turnover Date" means the earlier of the following dates:

(a) The date prescribed by the operation of Section 617.307(1), *Florida Statutes* (1999); or

(b) The effective date on which Declarant surrenders its right to Declarant Membership status in writing.

## **ARTICLE 2 THE PROPERTY**

2.01. Existing Property. The real property subject initially to this Master Declaration is described on **Exhibit A**, attached hereto and made a part hereof.

2.02. Additions to Existing Property. Additional lands may become subject to this Master Declaration in the following manner:

(a) Additions. Without consent of the Master Association or any Owner, Declarant, and any Owner thereof with the written consent of Declarant, have the right, but not the obligation, from time to time to subject to this Declaration to acquire any property contiguous or lying in proximity to the property described on **Exhibit A**. Such additions shall be made by filing a Supplemental Master Declaration, which shall extend the operation and effect of this Master Declaration to the property described therein. Supplemental Master Declarations may contain complementary additions and modifications hereto as may be determined by Declarant, provided that such additions and modifications are not substantially inconsistent with this Master Declaration.

(b) Other Additions. Upon approval in writing of the Master Association, pursuant to an affirmative vote of two-thirds of all Regular Members and the written consent of Declarant, the Owner (which may or may not be the Declarant) of other property who desires to subject it to this Master Declaration and the jurisdiction of the Master Association, may record a Supplemental Master Declaration, which shall extend the operation and effect of this Master Declaration to the property described therein. After five (5) years after the Turnover Date, the written consent of Declarant shall not be required.

2.03. Withdrawal of Property. Any property at any time submitted pursuant to the terms of this Master Declaration may be withdrawn therefrom by Declarant, or by another Owner thereof with the written consent of Declarant, provided that the right of such withdrawal shall not extend to any Lots within a Neighborhood in which any Lots are then owned by Regular Members unless the Master Association, by its Board, shall consent thereto.

### ARTICLE 3 MEMBERSHIP IN MASTER ASSOCIATION

3.01 Membership. Only Owners of Lots and Parcels and Declarant, prior to Turnover Date, shall be Members of the Master Association. Each Owner accepts such membership and agrees to be bound by this Declaration, the Articles, By-Laws and the Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate and apart from a transfer of ownership of a Lot or Parcel. Membership commences upon acquisition and terminates upon sale or transfer of an Owner's interest in a Lot or Parcel, whether voluntary or involuntary.

3.02. Voting Rights. For purposes of voting rights only, the Master Association has three categories of membership, i.e. Regular Membership, Delegate Membership and Declarant Membership.

(a) Regular Membership. Regular Members who own Lots are entitled to one vote for each Lot; provided, however, that multiple owners of a Lot have collectively only one vote for such Lot. Regular Members who own Parcels are entitled to one vote for each Index Point assigned to such Parcel at the time such vote is taken. The voting rights



of Regular Members are delegated as provided by this Master Declaration and the By-Laws.

(b) Delegate Membership. Delegate Members have the delegated voting rights provided in Section 3.03 and the By-Laws, but are not otherwise entitled to any privileges or rights in connection with the Master Association, the Common Property or this Declaration other than to the extent the Delegate Members are also Regular Members.

(c) Declarant Membership. The Declarant Member(s) shall at all times have that number of votes equal to three times the total number of votes then held by Regular Members, plus one. Declarant Membership shall terminate and be converted to Regular Membership on the Turnover Date. If there is more than one Declarant Member, they shall cast their votes as they may among themselves determine, and in the absence of such agreement, the original Declarant, or its designees shall cast all votes of the Declarant Members.

3.03. Delegation of Voting Rights. The Board of Directors of each Neighborhood Association shall, from time to time, designate a member of such Neighborhood Association as its Delegate Member. A Delegate Member is the exclusive agent for and holds the exclusive authority to act for and vote on behalf of all Regular Members who are Owners of Lots and Parcels within the Neighborhood operated by such association. Each Delegate Member present at a meeting shall be entitled to cast the number of votes of Regular Members who are members of the Neighborhood Association of which such Delegate Member is a representative. The votes cast by a Delegate Member shall conclusively bind the Regular Members who are members of the Neighborhood Association that designated such Delegate Member. Delegation of voting rights shall not disqualify any Regular Member from serving as an officer or director of the Master Association. Owners of Parcels who are not members of a Neighborhood Association shall not be deemed to delegate their voting rights.

3.04. Election of Board of Directors. Directors of the Master Association shall be elected and removed and vacancies on the Board shall be filled as provided in the By-Laws.

3.05. Control of Board During Development. During the time that Declarant has more votes than the Regular Members, Declarant shall have the right to designate, elect and remove the members of the Board, and the Directors so designated by Declarant need not be Members.

3.06. Members Not Entitled to Voting Rights. Certain areas in Riviera Dunes have been separately identified as numbered parcels on Exhibit D attached hereto, **those areas identified on the attached Exhibit D as parcels 4 and 18** shall not be assigned Index Points and the Members owning the said parcels 4 and 18 shall not be entitled to any Voting Rights described herein or in the Bylaws.

**ARTICLE 4**  
**COMMON PROPERTY AND**  
**EXCLUSIVE COMMON PROPERTY**

4.01. Description of Common Property. The Common Property shall include all interests in real property, easements, rights of way, licenses, use rights and servitudes that are now or hereafter may be specifically set aside, designated, reserved, granted, assigned or deeded to the Master Association by Declarant, or by others with the written consent of Declarant. Common Property may include Community Service Systems established within Riviera Dunes and designated as such. Common Property may be designated as such by Declarant, or by Sub-Developers or others with the written consent of Declarant, in Development Documents, plats or other documents. Common Property shall include the following:

(a) Tangible Personal Property. Certain tangible personal property may be provided by the Declarant or with Declarant's consent, or acquired by the Master Association.

(b) Community Service Systems. Common Property may include such ownerships, uses, licenses, easements, servitudes, use rights and property that may form a part of a Community Service System, as may be established by Declarant, with Declarant's consent, or subsequently established by the Master Association.

(c) Recreational Areas/Parks, Open Space. The Declarant may designate certain areas within Riviera Dunes for recreation and/or open space and may provide recreational facilities in such areas for the use and enjoyment by all owners in Riviera Dunes. If any such areas are dedicated for use by the public, such areas shall not be a part of the Common Property.

(d) Additional Common Property. Declarant reserves the right to add additional Common Property, and to permit Sub-Developers or others to add Common Property. Common Property may be acquired by the Master Association with Declarant's consent prior to the Turnover Date.

4.02. Description of Exclusive Common Property. Exclusive Common Property shall include the following:

(a) Stormwater Management Systems. The Stormwater Management Systems shall consist of those certain lakes, ponds, wetlands, streams, creeks, canals, ditches, culverts, lines, equipment, structures and infall and outfall facilities identified, designated and permitted as part of such system by the Governmental Approvals. The Stormwater Management Systems may in part be located upon Neighborhood Property, but in some instances it shall be comprised of public or private easements located or to be located within Neighborhoods or Parcels. Each Stormwater Management System shall be for the

use and benefit of all lands that it serves. Declarant shall have a perpetual, non-exclusive easement, right, license and servitude to use the Stormwater Management Systems. Each Owner and Neighborhood Association shall have a perpetual, non-exclusive easement, right, license and servitude to use the Stormwater Management System that serves lands owned by such Owner or Neighborhood Association. Declarant, with the consent of the Owner of the fee underlying any part of the Stormwater Management Systems, any Sub-Developer owning property on which any part of such system is located or a Neighborhood Association owning or administering any Neighborhood Property (including common elements of a condominium) on which any part of the system is located may reconfigure such parts of the Stormwater Management Systems, provided same is then in accordance with sound engineering practices and the Governmental Approvals. In such event, the perpetual non-exclusive drainage easement rights of Declarant, the Master Association, Neighborhood Associations and all Owners shall without necessity of additional written documentation be transferred from the previously existing Stormwater Management Systems to the revised system. Declarant may dedicate to the City all or any part of the drainage lines, structures and facilities which are part of any the Stormwater Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to effect such dedication without the joinder or consent of the Master Association, the Owner of any Lot or Parcel, the holder of any mortgage or other lien on any Lot or Parcel, or any Neighborhood Association. If such dedication involves acceptance by the City and its agreement to maintain such dedicated property, then upon dedication the City shall bear the expenses of maintenance of the dedicated lines and structures.

Notwithstanding anything to the contrary above, it is anticipated that certain areas within Riviera Dunes containing one or more Neighborhoods and/or Parcels will have Stormwater Management Systems that serve such areas exclusively. Each such Stormwater Management System will be maintained by the Neighborhood Association(s) governing such area, or by the Master Association if such Stormwater Management System serves more than one Neighborhood or Parcel. Even though the Harbor Stormwater Retention Area and the easement therein is part of a Stormwater Management System serving more than one Neighborhood or Parcel, it shall be maintained by the owner of the Harbor Stormwater Retention Area.

(b) Harbor. The Harbor less the Harbor Stormwater Retention Area shall be Exclusive Common Property for the benefit of all Owners in Riviera Dunes, except Owners in the following areas: **Those areas identified on the attached Exhibit D as parcels 4, 10, 16, 17 and 18**, subject to Declarant's right to convey private rights for boat slips, docks and marina facilities therein. Use of the Harbor is also subject to the other provisions of this Master Declaration, Neighborhood Documents and separate rules and regulations promulgated by Declarant and/or the Master Association.

(c) Harbor Stormwater Retention Area Easement. The Harbor Stormwater

Retention Area shall be the subject of a non-exclusive easement as part of the Stormwater Management Systems and Exclusive Common Property for the benefit of Owners of the following portion of Riviera Dunes: **Those areas identified on the attached Exhibit D as parcels 7, 8, 9, 10, 11, 12, 13 and 14.**

(d) Submerged Lands Easement. The Submerged Lands Easement shall be Exclusive Common Property for the benefit of all Owners in Riviera Dunes, except Owners in the following areas: **Those areas identified on the attached Exhibit D as parcels 4, 10, 16, 17 and 18**, subject to Declarant's right to convey private rights for boat slips, docks and marina facilities therein.

(e) Entryways. The following entryways into Riviera Dunes as shown on the Development Plan shall be Exclusive Common Property serving only, and for the benefit of, **those areas identified in the attached Exhibit D as parcels 7, 8, 9, 10, 11, 12, 13 and 14**: (i) the entryway from U.S. 41 into the area between **those areas identified in the attached Exhibit D as parcels 12 and 14**, and (ii) the entryway from Haben Boulevard into the area between **those areas identified in the attached Exhibit D as parcels 9 and 10.**

(f) Additional Exclusive Common Property. Declarant reserves the right to add additional Exclusive Common Property, including but not limited to primary roadways as same are developed within Riviera Dunes.

4.03. Members' Easement of Enjoyment. Every Member has a non-exclusive easement for the use and enjoyment of the Common Property. Said easement is appurtenant to, and passes, with the Member's Lot or Parcel. The easement is subject to this Declaration, and Rules and Regulations promulgated by the Board.

4.04. Title to Common Property.

(a) Subject to the Members' easement of enjoyment, Declarant may retain ownership of each part of the Common Property, and may encumber all or part of same by such mortgages as Declarant, in its sole discretion, may determine, until such time as Declarant shall elect to transfer or assign its interest in such Common Property to the Master Association.

(b) Declarant covenants that it will transfer the Common Property to the Master Association not later than ninety (90) days after the Turnover Date, such transfer to be free and clear of all liens and encumbrances except ad valorem taxes for the year in which the transfer takes place; the provisions of this Declaration and easements and other rights and reservations of record, none of which shall unreasonably interfere with the use of the Common Property for its intended purpose. Any conveyance shall be by fee simple deed. The Master Association shall pay for any documentary stamps required to be affixed to the

instruments of transfer, the cost of recording the instruments of transfer and the cost of any title insurance desired by the Board. The Master Association shall continue to be responsible for ad valorem taxes and assessments. If Declarant fails to transfer all Common Property by such date, Declarant's obligation may be enforced by the Master Association by a suit for specific performance after thirty (30) days written notice to Declarant. Failure to transfer shall not give rise to any cause of action for damages to the Master Association or the Members unless such failure materially interferes with the Members' use and enjoyment of Common Property. Notwithstanding retained ownership of Declarant, the Master Association shall be responsible for maintenance of such parts of the Common Property as have been made available for the use of the Members.

4.05. Delegation of Use. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants or social guests, subject to this Declaration.

4.06. Waiver of Use. No Owner may exempt himself from personal liability for Assessments, nor release the Lot or Parcel owned by him from the liens and charges for Assessments thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot or Parcel.

4.07. Extent of Members Easement. The rights and easements of enjoyment created herein are subject to the following:

(a) The right of the Master Association to limit the number of guests of Members and to limit the use of the Common Property by Members not in possession of a Lot or Parcel.

(b) The right of the Master Association to establish reasonable Rules and Regulations governing the use of the Common Property.

(c) The right of the Master Association to borrow money for the purposes of improving, replacing, restoring or expanding the Common Property, or adding new Common Property, and in aid thereof to mortgage the Common Property. In order to mortgage the Common Property, the prior affirmative vote of not less than two-thirds of the total votes of Regular Members and the written consent of Declarant shall be required. Written consent of Declarant shall not be required after five (5) years from the turnover date. The rights of such mortgagees shall be subordinate to the rights of the Members. In the event of a default upon any mortgage on the Common Property, the lender's rights thereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment of the Members, and if necessary, to open the enjoyment of the Common Property to a wider public until the mortgage debt is satisfied, whereupon the possession of and title to such property shall be returned to the Master Association and all rights of the Members hereunder shall be fully restored. The Master Association's authority to mortgage hereunder shall not extend to

any part of the Common Property providing drainage or other essential services to Neighborhoods, Lots, Parcels or Neighborhood Property.

(d) The right of Declarant or the Master Association by its Board to dedicate or transfer to any public or private utility, any utility or drainage easements that are Common Property or are located on Common Property.

(e) The right of the Declarant to grant additional non-exclusive easements forming a part of the Common Property or over Common Property to owners of property not part of Riviera Dunes, for the purposes of access, ingress, utilities or drainage. Such grant shall ordinarily be on the condition that such non-members contribute in a fair and equitable manner to the maintenance of the portion of the Common Property in which such rights are granted. The Declarant shall establish a method of determining such ratable contribution at the time such easements may be granted.

(f) The right of Declarant to use the Common Property, and improvements thereto, for purposes of administrative offices, sales offices, sales promotion and marketing, events, construction offices or other purposes appropriate to the development, construction, sale, promotion, marketing and management of Riviera Dunes.

4.08. Further Disposition. With respect to such portions of the Common Property or Neighborhood Property, or any interest therein, that may be deemed required "common open space" under applicable governmental regulations or the Governmental Approvals, subsequent to the conveyance to the Master Association or Neighborhood Association, there shall be no further disposition of such Common Property or Neighborhood Property that is real property, by sale, dissolution of the Master Association, a Neighborhood Association or otherwise, except to an organization conceived and organized to own and maintain such property without first offering to dedicate the same to the City or other appropriate governmental agency.

4.09. Disturbance of Common Property. No portion of the Common Property or any Neighborhood Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of the Master Association, and the appropriate Neighborhood Association in the case of Neighborhood Property.

4.10. Right of Emergency and Other Governmental Personnel and Vehicles. Notwithstanding that the Common Property or Neighborhood Property may be privately owned, all emergency vehicles, including without limitation, fire, police, ambulance, rescue and similar vehicles, as well as vehicles belonging to City personnel and governmental or private suppliers of utilities, shall be privileged to cross and to re-cross the Common Property and Neighborhood Property for all legitimate, proper and reasonable purposes while in the pursuit of their duties. City law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire personnel are further hereby granted authority to enforce cleared emergency

vehicle access in the performance of their duties, to the extent same may be necessary with respect to the Common Property and Neighborhood Property.

4.11 Warranties. To the extent warranties are obtained in connection with construction of improvements within the Common Property, the Declarant (or the entity responsible for such construction) shall nonexclusively assign and transfer such warranties to the Master Association (to assure that the benefit of the warranties inure to the Master Association).

## ARTICLE 5 COVENANT FOR ASSESSMENTS

5.01. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot or Parcel by acceptance of such ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees to pay to the Master Association all Assessments made and liens against such Lot or Parcel in accordance herewith. Assessments, together with Delinquency Charges provided in Section 5.13 shall be a charge on the land and a continuing lien upon the Lot or Parcel against which such Assessment is made. Each Assessment together with such Delinquency Charges shall also be the personal obligation of the Owner of such Lot and Parcel at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot or Parcel. The personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors. The Master Association may record in the Public Records of Manatee County, Florida, a "Notice of Lien" setting forth amounts claimed due the Master Association as to any one or more Lots or Parcels. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for Assessments to be valid, provided that the recording of such notice shall determine the priority of such lien.

5.02. Purposes of Assessments. Assessments shall be used only for the purposes set forth in or contemplated by this Master Declaration, the Articles or By-Laws, or for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of Riviera Dunes, all as may be authorized from time to time by the Board.

5.03. Regular Assessments and Neighborhood Assessments. The amount and time of payment of Regular Assessments and Neighborhood Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs and the future needs of the Master Association. Regular Assessments and Neighborhood Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of the Regular Assessments and Neighborhood Assessments to be paid by each Owner to defray such cost. Written notice of the annual Regular Assessments and Neighborhood Assessments shall be sent either to the Neighborhood Associations collecting

Assessments on behalf of the Master Association, or to the Owners, if Assessments are being collected directly from Owners. Each Owner shall thereafter pay his Regular Assessment and Neighborhood Assessment in such installments as may be established by the Board, such payment to be made either to his Neighborhood Association or to the Master Association.

5.04. Special Assessments. The Board may levy such Special Assessments as may be determined to be necessary or desirable in carrying out its responsibilities and duties under this Master Declaration. The amount and purpose of all such Special Assessments shall be established by the Board, unless otherwise provided. Without limiting the generality of the foregoing, the following circumstances shall authorize Special Assessments:

(a) Supplementary Amounts. If the Board determines that Regular Assessments or Neighborhood Assessments for the then current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Special Assessment against each Lot or Parcel, specifying the date or dates when due.

(b) Compliance. Special Assessments shall be levied by the Board against a Lot or Parcel to reimburse the Master Association for costs incurred in bringing an Owner or his Lot or Parcel into compliance with this Master Declaration.

(c) Improvement. The Master Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property, including the fixtures and personal property related thereto. Special Assessments for improvements must be approved by (i) at least a sixty (60%) percent of the votes entitled to be cast by Regular Members, and (ii) the Declarant prior to the Turnover Date. Such Special Assessments shall be payable at such times and in such installments as may be determined by the Board. All Special Assessments for improvements may only be used for improvements.

(d) Services. If the Master Association provides materials or services which benefit individual Lots or Parcels, but which can be accepted or not by the Owner, then the amount paid or incurred by the Master Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and his Lot or Parcel. The Owner will be deemed to have agreed to such Assessment by subscribing, requesting or accepting such material or service.

5.05. Sharing of Common Expenses.

(a) Regular Common Expenses. Subject to **Sections 5.15 and 5.16**, each Lot or Parcel's share of the Regular Common Expense shall be equal to a fraction, the numerator of which is that Lot or Parcel's Assessment Index, and the denominator of which is the total



Index Points for all Lots and Parcels in Riviera Dunes, **except those areas identified on the attached Exhibit D as parcels 4 and 18**, which parcels shall not be assigned Index Points and are hereby specifically excluded from any liability for Assessments for Regular Common Expenses. Designation of any part of a Parcel as Neighborhood Property shall not reduce the Assessment Index assigned to the Parcel except with the consent of Declarant. Regular Assessments shall, unless otherwise provided herein, be levied in the same proportion by which the Lots and Parcels share the Regular Common Expense and be collected at such intervals as may be determined by the Board.

(b) Neighborhood Common Expenses. Subject to Sections 5.15 and 5.16, each Lot or Parcel's share of the Neighborhood Common Expense shall be equal to a fraction, the numerator of which is that Lot or Parcel's Assessment Index, and the denominator of which is the total Index Points for all Lots and Parcels in the area to which the particular Neighborhood Common Expense applies. Designation of any part of a Parcel as Neighborhood Property shall not reduce the Assessment Index assigned to the Parcel except with the consent of Declarant. Neighborhood Assessments shall, unless otherwise provided herein, be levied in the same proportion by which the Lots and Parcels share the Neighborhood Common Expense and be collected at such intervals as may be determined by the Board.

5.06. Commencement of Regular and Neighborhood Assessments. Regular and Neighborhood Assessments shall commence as to all Lots and Parcels on the first day of the month following the conveyance of the first Lot or Parcel by Declarant to an Owner. Regular and Neighborhood Assessments as to Lots or Parcels in additional areas brought under the Declaration pursuant to Section 2.02 shall commence with respect to all Lots and Parcels within such area on the first day of the month following the conveyance of the first Lot or Parcel therein by Declarant to an Owner. The date of commencement of Assessments shall be subject to Sections 5.15 and 5.16.

5.07. Certificate of Payment. The Master Association shall upon request furnish to any Owner liable for Assessments a certificate in writing signed by an officer or authorized agent of the Master Association setting forth whether the Assessments on a specified Lot or Parcel have been paid, and the date and amount, if known, of the next Assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.08. Exempt Property. The Common Property and all Neighborhood Property shall be exempt from all Assessments. Declarant-owned property is exempt under Section 5.16. Certain areas in Riviera Dunes have been separately identified as numbered parcels on Exhibit D attached hereto, **those areas identified on the attached Exhibit D as parcels 4 and 18** are a part of this Declaration for the purposes of compliance with the rules and regulations contained herein and Architectural Review set forth herein and in the Bylaws. The described parcels 4 and 18 shall not

be entitled to any Voting rights and shall not be subject to or liable for any Regular Assessments but shall be subject to any Special Assessments which pertain specifically to either or both parcels 4 and 18.

5.09. Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, including maintenance of all Common Property, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Master Association. Reserve accounts may be used by the Board on a temporary basis for cash flow management of the Master Association, even though such amounts are expended on items other than those for which the Reserve was established. The amount of such Reserve shall be restored from revenues subsequently received, it being the intent that the Board may "borrow" from reserve accounts, but same shall not diminish the obligation to levy and collect Assessments that will, upon collection, permit the restoration of all reserve accounts.

5.10. No Offsets. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Master Association is not properly exercising its responsibilities and authorities as provided in this Master Declaration. This provision shall, however, be subject to any provision provided herein for Reduced Assessments and provisions with respect to Declarant Assessment in **Section 5.16.**

5.11. Rights of Mortgagees. The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot or Parcel after a mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring title to such Lot or Parcel as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for Assessments pertaining to such Lot or Parcel becoming due within such period. Such unpaid share of the Common Expense or Assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Lot or Parcel through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve an Owner from responsibility for such unpaid Assessments for the period of time he owned such Lot or Parcel. Any Assessments against a Lot or Parcel accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot or Parcel in the manner generally provided for herein.

5.12. Budget. The Board shall prepare an annual budget and make copies thereof available to all Members requesting same at least thirty (30) days prior to the first day of the following fiscal year. Provided, however, that any budget that contemplates a Special Assessment for improvements requiring approval of membership shall be submitted for Delegate Voting on not less than forty-five (45) days notice to the Delegate Members and the Neighborhood Associations. Failure of the Board to prepare, submit and adopt a budget in a timely manner shall not affect the validity of the budget once adopted. Until such time as a budget is adopted, the prior year's budget shall continue in effect.

5.13. Delinquency Charge. All Assessments and other amounts due the Master Association pursuant to this Master Declaration shall bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. If any such Assessment is not paid when due, then a late charge established by the Board shall be levied. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States Dollar; the costs reasonably expected to be incurred by the Master Association as a result of following up such delinquency; and the effectiveness of such late charge in assuring prompt and timely payment of Assessments. The liens in favor of the Master Association shall secure the amount of the Assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee, both trial and any appellate level. The Master Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment as to which they apply. Such late charges, interest, costs and fees shall be collectively referred to as "Delinquency Charges."

5.14. Non-payment of Assessment and Remedies of Master Association. If any Assessment is not paid by the due date specified by the Board, then such Assessment shall become delinquent and shall, together with such Delinquency Charges as herein provided, be a continuing lien on the Lot or Parcel against which such Assessment was made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. As a condition to bringing an action at law or for foreclosure of a lien, the Master Association shall first record a Notice of Lien among the Public Records of Manatee County, Florida, and furnish a copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. The Board may also send a copy of such notice to the holders of any mortgages pertaining to the Lot or Parcel. (Failure of the Master Association to obtain a receipt shall not, however, prevent enforcement of such Assessment or lien.) If such Assessment, together with Delinquency Charges attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Master Association may bring suit at law for damages, foreclose its lien, or both. Upon the timely payment or other satisfaction of all amounts specified in a Notice of Lien and all other Assessments which have become due and payable with respect to the Lot or Parcel as to which such notice was recorded, together with Delinquency Charges as may be applicable, the Master Association shall furnish a release of such notice in recordable form, but shall not be responsible for the cost of recording.

5.15. Collection of Assessments Through Neighborhood Associations.

(a) Unless prohibited by law, Master Association Assessments against Owners and their Lots and Parcels shall be collected through the Neighborhood Association (if any) of which such Owner is a member.

(b) If Assessments are collected through Neighborhood Associations, the Board shall certify the amount and category of all Assessments against all Owners, Lots and Parcels in a Neighborhood to the Neighborhood Association. The Neighborhood

Association shall thereupon collect same as agent and on behalf of the Master Association. Upon receipt of such Assessment amounts by a Neighborhood Association, it shall not less frequently than monthly remit all amounts so collected on behalf of the Master Association to the Master Association. Each Neighborhood Association shall provide the Board with a list reflecting each Owner, Lot and Parcel subject to its Neighborhood Documents, and the amount of Assessments collected from such Owner, Lot or Parcel, such reports to be furnished together with each payment, and in all events within five (5) business days of written demand therefor by the Board.

(c) The Neighborhood Association, in addition to the obligations of individual Owners, shall be responsible to the Master Association for Assessments against Lots or Parcels within its Neighborhood beyond amounts actually collected by such Neighborhood Association. The delegation of collection responsibility to a Neighborhood Association shall not diminish or impair in any way the obligation of each Owner and Lot or Parcel for such Assessment, and the right of the Master Association to establish a lien therefor. No Neighborhood Association shall be required to collect any Assessments on behalf of the Master Association if such collection is prohibited by law and if any Neighborhood Association is unable to collect it shall so notify the Board and render a final accounting of all amounts received and remitted to the Master Association, and the amounts remaining unpaid during any period of time it was acting as agent for the Master Association. Each Sub-Developer shall, as part of the Neighborhood Documents, impose a duty upon each Neighborhood Association to collect Assessments on behalf of the Master Association in accordance herewith, unless same shall be prohibited by law.

#### 5.16. Declarant Assessment.

(a) Notwithstanding any provisions of this Master Declaration or the Articles or By-Laws to the contrary, prior to the Turnover Date Declarant (which term shall, for the purposes of this Section, include any affiliate of Declarant so designated by Declarant) shall not be obligated for nor subject to any Regular Assessment or Neighborhood Assessment for any Lot or Parcel which it may own, nor shall it be responsible for any Special Assessment except those to which Declarant shall consent in writing.

(b) In consideration of such exemption Declarant shall be responsible for paying the difference between (i) the Master Association's expenses of operation, together with approved reserves (which reserves shall not be assessed for three years after the date this Declaration is recorded in the public records), otherwise to be funded by Regular, Neighborhood and Special Assessments and (ii) the amount received from Owners other than Declarant in payment of the Regular, Neighborhood and Special Assessments levied against such Owner's Lots and Parcels (the "Deficiency").

(c) Declarant may at any time give written notice to the Master Association that it is withdrawing its obligation to fund the Deficiency, effective not sooner than sixty (60)

days after such notice, whereupon, Declarant shall waive its right to total exemption from Regular, Neighborhood and Special Assessments. Sixty (60) days after the giving of such notice or sixty (60) days after the Turnover Date, whichever first occurs, each Lot or Parcel owned by Declarant shall thereafter be assessed at 100% of the Regular, Neighborhood and Special Assessment level established for Lots and Parcels owned by Regular Members other than the Declarant; provided, however, Declarant shall continue not to be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments for compliance, services or improvements not consented to by Declarant. All such Assessments shall be prorated for the remaining months of the then current fiscal year, if applicable. Declarant's Assessment shall be only for those Lots and Parcels subject to this Master Declaration. Upon transfer of title of a Lot or Parcel owned by Declarant, the Lot or Parcel shall then be assessed in the amount otherwise established for Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title.

## ARTICLE 6 DUTIES AND POWERS OF MASTER ASSOCIATION

6.01 General Duties and Powers of the Master Association. In addition to the duties and powers enumerated herein and in the Articles and By-Laws, and without limiting the generality thereof, the Master Association shall:

- (a) Have the power to contract for, acquire, lease or operate Community Service Systems.
- (b) Have the authority to delegate, assign to or contract with Neighborhood Associations to carry out all or part of specific duties, authority or obligations hereunder, on such terms and provisions as the Board may determine.

6.02. Transfer to Governmental Authority. The Master Association shall have the right to dedicate or transfer all or any part of the Common Property to any public agency, authority or other entity for such purposes, subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Property to a special tax district, shall be effective unless approved by Members entitled to cast two-thirds of the votes of the Membership. Written notice of the proposed action must be sent to every Member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken. Voting of Regular Members shall be by Delegate Voting. Provided, however, that no such notice or vote shall be necessary if such dedication or transfer occurs, or, there is a binding undertaking so to dedicate or transfer made, within ten (10) years of the date of recordation of this Master Declaration. In addition, the Board may transfer any maintenance responsibility to Governmental Authority as provided in **Section 7.07.**

6.03. Implied Powers. The Master Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Master Declaration, the Articles or By-Laws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

6.04. Limitation. Nothing contained herein shall be construed to grant to the Master Association any power or authority exclusively reserved by Chapter 718, Florida Statutes, (1999) as it now exists or may hereafter be amended, to any condominium association operating a condominium or to the owners of Lots (units) located therein. This Declaration, the Articles and By-Laws shall be construed to give effect to the intent that the Master Association shall not be deemed a condominium association, and shall not be responsible for operating any condominium, the operation thereof being reserved to the several Neighborhood Associations and Owners of Lots (Units) therein in accordance with the Condominium Act to the extent any portion of Riviera Dunes is submitted to condominium ownership.

6.05. DRI Monitoring, Permit Reporting/Renewal.

(a) The Master Association shall be responsible for all monitoring requirements and reporting requirements (including but not limited to the annual report) of any Development of Regional Impact ("DRI") development order and any amendments thereto.

(b) The Master Association shall be responsible for all monitoring requirements and reporting requirements of any SWFWMD, DEP, City or other governmental permit for Riviera Dunes, except to the extent any such permit is obtained solely for a specific Neighborhood, in which case the Neighborhood Association shall be responsible therefor.

(c) The Master Association shall be responsible for all conditions and requirements of the Submerged Lands Easement, except to the extent any or all such obligations have been assigned to, and assumed by, a Sub-Developer, Neighborhood Association, or otherwise.

## ARTICLE 7 REPAIR AND MAINTENANCE

7.01. Repair and Maintenance by the Master Association. The Master Association shall be responsible for the maintenance, repair and replacement of the following, notwithstanding that title or other ownership interests may not have been transferred to the Master Association:

(a) The Common Property, including all improvements, facilities, equipment and supplies.

(b) Such areas of landscaping or other facilities within or adjacent to public

streets within Riviera Dunes as may be designated by the Declarant as the responsibility of the Master Association. Declarant may specify such areas by instrument filed with the Master Association, by amendment hereto or by any other instrument filed among the Public Records of Manatee County, Florida. Maintenance obligations under this **Section 7.01(b)** shall include but not be limited to, irrigation systems, landscaping, walls, fences, signs, electrical and utility installations and structures as may be located within such rights of way or easements for aesthetic, artistic or decorative purposes, other than street improvements and public utilities. Nothing contained herein shall prohibit the Board from determining to maintain any such landscaping within or adjacent to any public street within Riviera Dunes to the extent that same is not maintained by public authorities at an acceptable level, as determined by the Board. The Master Association shall have no responsibility for any landscape, buffer or similar easement, maintenance of which is the responsibility of a Neighborhood Association.

(c) Community Service Systems within Riviera Dunes, to the extent same are not the responsibility of a provider of service, a government having jurisdiction or a Neighborhood Association.

(d) Except as otherwise provided in **Section 4.02(a)** or elsewhere herein, each Stormwater Management System that is not a Neighborhood Association responsibility or the responsibility of the Owner of a Parcel, including but not limited to, all lakes, ponds, wetlands, streams, creeks, ditches, culverts, lines, structures and in-flow and out-flow facilities not dedicated to and maintained by public authorities, and to the extent so dedicated, to the extent not maintained by public authorities to a level acceptable to the Board. The Stormwater Management Systems shall be maintained to not less than the minimum standards and requirements imposed by the Governmental Approvals.

(e) Any part of commonly-used roadways within Riviera Dunes that are designated by the Declarant as Common Property or Exclusive Common Property; provided, however, that if a Neighborhood Association(s) shall assume the duties of the Master Association, then thereafter the Master Association shall have no responsibility for such maintenance.

(f) Maintenance of the Harbor (less the Harbor Stormwater Retention Area at such time as maintenance responsibility is assumed by a Neighborhood Association or otherwise) in accordance with applicable SWFWMD, Army Corp. of Engineers and DEP permits, the Development Plan and Government Approvals. The maintenance, repair and replacement of any docks within the Harbor, the seawall and rip-rap shall be the responsibility of the adjacent Parcel Owner or Neighborhood Association if one exists; however, in the event such Owner or Neighborhood Association fails to maintain, repair or replace such docks, seawall or rip-rap, the Master Association shall have the power, but not the obligation, to maintain, repair or replace same and assess the responsible party for the cost thereof.

7.02. Expense of Maintenance. The expense of the maintenance contemplated or implied by Section 7.01 shall be a Common Expense except as otherwise expressly provided. If an item of maintenance, repair or replacement is the result of any intentional or negligent act of an Owner or Member, his family, agents, tenants, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of such Owner and his Lot or Parcel. Even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot or Parcel for reimbursement as a Special Assessment. Likewise, should any such item be the result of any intentional or negligent act of a Neighborhood Association, its contractors, agents or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of such Neighborhood Association, and shall be billed to such association and payable by it.

7.03. Repair and Maintenance by Owners and Associations. Each Owner and each Neighborhood Association shall have no repair and maintenance responsibility with respect to the Common Property or other items to be maintained by the Master Association hereunder, except for obligations provided in Sections 7.01(e), 7.01(f) and 7.02 and any maintenance obligations specifically assigned to a Neighborhood Association or an Owner.

7.04. Failure of Master Association to Maintain. If the Master Association shall fail to maintain those parts of the Common Property that are deemed common open space under the City of Palmetto Code of Ordinances, as amended from time to time, (the "Code") then the City shall have the right to maintain same under and in accordance with the provisions of the Code.

7.05. Failure of Neighborhood Association to Maintain. If a Neighborhood Association fails to maintain those parts of its Neighborhood Property that are deeded common open space under the Code, or that are otherwise required to be maintained by the Governmental Approvals, then the Master Association shall have the right, but not the obligation, to maintain same, in which event the Master Association may recover all costs of such maintenance, together with Delinquency Charges as provided in Sections 5.13 and 5.14 from the association failing to perform such maintenance. If the Master Association does not elect to carry out such maintenance, then the City shall have the right to maintain same under and in accordance with the Code. All Development Documents shall include a comparable provision, and if they do not do so, shall be deemed to include this Section 7.05.

7.06. Right of Master Association to Repair or Maintain Upon Non-Compliance Herewith.

(a) The Master Association and its agents may enter any Lot, Parcel or Neighborhood Property upon reasonable notice and during reasonable hours to inspect same, and if an Owner or Neighborhood Association has failed to maintain, repair or reconstruct such property, and improvements and landscaping thereto, in accordance with this Master Declaration, the terms and conditions of ACC approval, or both, after notice the Board may cause such maintenance to be performed or such repair or reconstruction to



be carried out to the extent that such Owner or association has failed to do so. All costs of such maintenance, repair or reconstruction shall be assessed to the particular Owner as a Special Assessment.

(b) Likewise, such costs of maintenance, repair or reconstruction as to any Neighborhood Association may be recovered from such Neighborhood Association, together with Delinquency Charges, as provided in **Sections 5.13 and 5.14** whether collected by suit or otherwise. Until so collected such costs shall be treated as a Common Expense.

(c) Provided, however, that nothing contained herein shall obligate the Board or the Master Association to carry out any such maintenance, repair or reconstruction. Failure to carry out such maintenance, repair or reconstruction shall not waive the right of the Board to do so subsequently, nor shall doing so in any one or more instance establish any obligation of the Board to continue to do so or to do so in any particular circumstance.

(d) The Board may, in its discretion, establish uniform levels of maintenance and upkeep for Lots, Parcels and Neighborhood Property, and may rely upon such standards in carrying out its responsibilities hereunder.

(e) Any Owner or Neighborhood Association aggrieved by the decision of the Board to proceed under this Section may, after receipt of notice from the Board of its intent to proceed, appeal same to the ACC, whose decision shall be final. Failure to appeal within ten (10) days of receipt of such notice shall be deemed a waiver of objections and consent to the performance of such maintenance and repair by the Master Association, and consent to the obligation to reimburse the Master Association for the cost thereof, and for Owners, consent to the assessment therefor.

7.07. Transfer of Maintenance to Governmental Authority. The Board may transfer any maintenance responsibility for any part of the Common Property, any Community Service system or any other item or items for which the Master Association has maintenance responsibilities, to any special tax district, taxing unit, other public agency, authority or entity organized or having jurisdiction of such matters without the necessity of Member approval provided that such governmental authority accepts such maintenance responsibility and such transfer is not inconsistent with the Governmental Approvals. If transfer of such responsibility is effected, the Board shall retain the authority to supplement such maintenance to the extent such public authority does not maintain such items to an acceptable level, as determined by the Board.

## ARTICLE 8 INSURANCE AND RECONSTRUCTION

8.01. Insurance by Master Association. The Master Association shall obtain and continue in effect as a Common Expense such insurance in such amounts and coverages as the Board shall

from time to time determine to be appropriate, necessary or desirable, including, but not limited to the following types of insurance:

(a) Comprehensive policy of public liability insurance with limits to be approved by the Board, covered claims for personal injury and/or property damage, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others and such other risks as shall customarily be covered with respect to similar developments and risks, which policy shall contain a "severability of interest" endorsement or the equivalent, which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other owners.

(b) Workers' compensation insurance in an amount sufficient to meet the requirements of Florida Law.

(c) Such other insurance coverages in such amounts as the Board may determine to be necessary, reasonable or appropriate.

8.02. Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all casualty, liability and other insurance with respect to such Owner's Lot or Parcel as the Owner may from time to time determine. Provided, however, that each Sub-Developer shall maintain comprehensive public liability, workers compensation, casualty, and such other insurance as may be reasonably required in such coverages and with such limits as may be approved by the Board. The Master Association shall not obtain any such insurance on behalf of an Owner, nor shall the Master Association insure the Lots or Parcels in any manner.

8.03. Other Association Insurance. Each Neighborhood Association shall be responsible for obtaining and maintaining in effect all casualty and liability insurance with respect to such associations' Neighborhood Property. The Master Association shall not obtain any such insurance on behalf of any such association, nor shall the Master Association insure the Neighborhood Property in any manner. Each Neighborhood Association shall maintain a comprehensive policy of public liability insurance, and casualty insurance on all insurable improvements located on or forming a part of such association's Neighborhood Property in an amount equal to the full replacement cost thereof.

8.04. Destruction of Improvements. The following provisions shall apply to the damage or destruction to improvements, whether located on a Lot, Parcel or Neighborhood Property. The term "Owner" as used in this Section shall include Neighborhood Associations.

(a) If any structure upon a Lot, Parcel or Neighborhood Property shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such property to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require Architectural

Review as provided herein.

(b) Notwithstanding damage to or destruction of the improvements to a Lot or Parcel the Owner shall remain liable to the Master Association for all Assessments in connection with such Lot or Parcel. Such liability shall continue unabated, even though such Lot or Parcel is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to liability for Regular Assessments, such Lot or Parcel may be liable for Special Assessments in connection with said Lot or Parcel, including those in accordance with this Section.

(c) As soon as practical after damage or destruction, the Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the property no later than thirty (30) days after the date upon which the casualty occurs.

(d) The Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval and prosecute same diligently to completion. If for any reason the Owner does not notify, initiate Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Master Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Master Association in writing of an election not to rebuild.

(e) If an Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The Owner shall provide fill and install sod so that the property shall thereupon give the appearance of a landscaped open space. Such clearing and the restoration shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the provisions of this Section, then the Master Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against and be payable by the Owner. As to Owners of Lots or Parcels, such amounts shall be a Special Assessment.

(g) Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause.

(h) The duties of the Association hereunder shall be performed by the Board, or the Board may delegate such duties to a Neighborhood Association as to the Owners therein.

8.05. Development Documents. Development Documents may vary the provisions contained in this **Article 8** for Neighborhood Associations if approved in writing by Declarant. Likewise, Development Documents may, with the written consent of Declarant, provide alternative provisions regarding destruction and rebuilding of improvements applicable to Lots or Parcels subject to such Development Documents. Nothing contained herein shall prohibit a Sub-Developer from imposing more strict requirements regarding insurance and reconstruction on Lots or Parcels subject to such documents, provided that no such additional or more restrictive provisions shall be required to be enforced by the Master Association.

## **ARTICLE 9 HARBOR REGULATIONS AND COVENANTS**

9.01 General. Riviera Dunes is planned in conjunction with ultimate construction of the Harbor. Construction and subsequent preservation and regulation of the Harbor shall be in accordance with the Development Plan, Governmental Approvals, Army Corp of Engineers and DEP permits, specifically including but not limited to FDER Permit Number 411783719, as same may be amended or modified from time to time, and the Florida Clean Marina Program. All Harbor construction and subsequent preservation and regulation shall be in strict compliance with the Pollution Discharge Act of Section 376, Florida Statutes, and Chapter 62N, Florida Administrative Code, including any amendments thereto. Certain Lots and Parcels front on the Harbor and all of the Lots and Parcels in the Project enjoy advantages by their close proximity to the Harbor, should it be constructed.

Therefore, in addition to the restrictive covenants set forth herein, the following protective covenants, conditions, easements and restrictions shall constitute covenants running with the land and shall be binding upon the Owners. The protective covenants for the Harbor are in addition to the general protective covenants found elsewhere in this Master Declaration. The covenants set forth in this **Article 9** shall control where the protective covenants conflict.

9.02 General Use of Harbor. Declarant (or other parties at the discretion of Declarant) may from time to time provide events within the Harbor and shall have the exclusive right to establish from time to time, in its sole discretion and without notice or approval, rules and regulations for the use of the Harbor. By way of example, but not limitation, Declarant has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers, to transfer any or all of the Harbor or operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms. Ownership of any Lot or Parcel or membership

in the Association does not give any vested right or easement, prescriptive or otherwise, to use the Harbor, and does not grant any ownership or membership interest in the Harbor.

9.03 Docks and Boat Slips. Upon approval to construct the Harbor a limited number of boat slips on docks to be constructed in the Harbor will be available to Declarant. The Declarant reserves the absolute right to allocate the limited rights to boat slips between and among the Lots and Parcels.

All docks must be constructed in conformance with design criteria therefor as established by the Declarant and/or the Master Association.

Docks shall be maintained, repaired and replaced by the Owner(s) to which the boat slip(s) associated therewith has (have) been allocated.

If an Owner fails to comply with any of the provisions of this Section, then the Master Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against the Lot Owner as a Special Assessment (if performed by the Master Association).

9.04 Harbor Ownership and Rules. Neither ownership of the submerged lands within the Harbor, nor the right to use a boat slip, go with ownership of a Lot or Parcel. Declarant retains ownership of the Harbor until transferred to the Master Association as Common Property as provided elsewhere herein. Declarant reserves (for itself and the Master Association) the right to establish and change rules and regulations from time to time concerning the security, traffic, speed and use of the Harbor, including the right to temporarily close the Harbor for events.

## ARTICLE 10 ARCHITECTURAL REVIEW

10.01. Definitions. For the purposes of this **Article 10**, and elsewhere in this Master Declaration and Development Documents, where the context may require, the following words and terms shall have the following meanings, unless the context shall clearly otherwise indicate:

(a) "Alteration" shall mean any alteration, change or modification to existing Improvements, Landscaping, Development or, where the context may require, such alteration, change or modification to proposed Improvements, Development, Landscaping, Repair or Restoration previously approved by the ACC but not fully completed. Without limiting the generality of the foregoing, any proposal that involves the application or use of materials of a different type, shade, color or quality than those originally used or approved, or the change of any grade, plant materials, excavation, size, height, location or specifications which in any way alters or changes the exterior appearance of any Lot, Parcel, Neighborhood Property or any Improvements or Landscaping thereto or thereon, or which would so alter or change if implemented, shall be deemed an Alteration.

(b) "ACC" shall mean and refer to the Board, or an Architectural Control Committee appointed by the Board, at the Board's discretion, as provided for in **Section 10.02**.

(c) "Architectural Review" shall mean and refer to the requirements of this Master Declaration that Work within Riviera Dunes be reviewed and approved. Where the context indicates, Architectural Review shall mean the review and approval process of this **Article 10**. It is intended that Architectural Review authority will be assumed by Neighborhood Associations to the extent provided in **Section 10.14** below.

(d) "Development" shall mean all plans and specifications for development within Riviera Dunes, and implementation thereof, that affects or would effect any change in the land in Riviera Dunes from its natural state or the condition it was in prior to such development, other than the carrying out of the construction or installation of Improvements, Landscaping, Repair or Restoration or Alterations as defined herein. Development shall include, but necessarily be limited to, any site plan or development plan for any part of Riviera Dunes; any excavation or change of grade; construction or installation of any streets, roads or utilities; construction or development of recreational facilities or other amenities or common open space; construction of all or any part of the Stormwater Management Systems; development of any proposed subdivision, condominium, cooperative, apartment building or complex or other residential development; construction of any commercial or other non-residential development; installation of all exterior lighting, including but not limited to, street lighting, sign lighting, aesthetic and decorative lighting, parking lot lighting and lighting for recreational or other common facilities; construction of maintenance, storage or other ancillary structures; provision of parking lots; construction or use of temporary sales, administrative or construction offices or facilities; construction, installation or use of sales or promotional facilities, devices or property; design and development of Neighborhood Property; and the design, location and layout for all such facilities, systems and installations.

(e) "Improvement" shall mean all improvements as that term is normally and customarily used, including but not necessarily limited to, the installation, erection or construction of any building, structure, sign, fence, pool, patio, wall, walk, ramp, dock, deck, driveway, fountain, statue, tennis or other sport court, outdoor sport or play equipment or facility, screen or other enclosure, water or sewer line, drain, mailbox, support piling or pole, or any other device, equipment, fixture, installation or facility that makes any change in the appearance of any part of Riviera Dunes when viewed from adjacent or nearby Lots, Parcels, Neighborhood Property, roads, streets or other Improvements. Failure to enumerate any specific item as an "Improvement" shall not be deemed to exclude such item, it being the intent hereof that the term "Improvement" shall be broadly construed to provide a requirement of ACC approval of anything that may be installed upon, affixed to or located on land or other Improvements to land within Riviera Dunes.

(f) "Landscaping" shall mean all landscaping, as that term is normally and customarily used, including but not necessarily limited to, the planting of grass, sod or other ground cover; installation of trees, bushes, shrubs, hedges, agricultural or ornamental plant life; borders, planters, containers and all other installations, facilities and systems related to the design, maintenance, location and appearance of other items of Landscaping; and irrigation systems, including wells, pumps, sprinkler and irrigation equipment.

(g) "Repair or Restoration" shall mean the maintenance, repair, replacement or reconstruction, in whole or in part, of any Improvements, Development or Landscaping that has been damaged, destroyed or impaired, by casualty or otherwise, or that has so deteriorated as to cause the Owner thereof to undertake such maintenance, repair, replacement, rebuilding or reconstruction.

(h) "Standards" shall mean such design, development and maintenance standards as from time to time may be adopted by the ACC as applicable to all or any designated part of Riviera Dunes, whereby certain designs, plans, materials, colors, heights, locations or other matters are mandated, prohibited or approved as criteria by which the ACC shall review and approve or deny an application under this Article.

(i) "Work" shall mean all plans, specifications, design, excavation, site work, construction, installation, maintenance, repair, restoration, replacement, enhancement or other change in the engineering, design, appearance, architecture and aesthetics of Riviera Dunes subject to Architectural Review. Work includes all Alterations, Development, Improvements, Landscaping and Repair or Restoration.

10.02. Architectural Control Committee. Architectural Review shall be implemented by the ACC. The ACC shall consist of not less than three (3) nor more than seven (7) members, except as provided below. If the Board chooses to appoint a separate ACC of the Board, members of the ACC shall serve terms established by the Board; provided, however, that anything herein contained to the contrary notwithstanding, prior to the Turnover Date, the Declarant shall serve as the ACC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ACC and the conduct of its proceedings shall be as provided from time to time by the By-Laws. To the extent such matters are not provided by this Master Declaration or the By-Laws, the Board may promulgate rules from time to time, and to the extent the Board has not so promulgated rules, the ACC may promulgate such rules; provided, however, that all such rules must be consistent with the Master Declaration and By-Laws.

10.03. Persons Subject To Architectural Review. Unless review and approval is delegated pursuant to **Section 10.14**, all Owners, other than Declarant, including but not limited to owners of Lots and Parcels, Sub-Developers and Neighborhood Associations, shall be subject to the requirement of Architectural Review and obligated to obtain ACC approval as required herein prior to commencing any Work or allowing such Work to commence on their property.

10.04. When Architectural Review Required. Architectural Review and the approval of the ACC shall be required whenever anyone subject to Architectural Review under **Section 10.03** proposes any of the following Work within Riviera Dunes:

- (a) Any Improvement.
- (b) Any Development.
- (c) Any Alteration.
- (d) Any Landscaping.
- (e) Any Repair or Restoration.

10.05 Architectural Standards. The ACC may, from time to time, adopt and promulgate the Standards, which Standards may be different for different types of Development. The Standards may not be contrary to the provisions of this Master Declaration. The Standards are deemed to include any mandatory architectural obligations, prohibitions and guidelines contained herein, in the Development Plan or in Governmental Approvals.

10.06. Application Procedure. Whenever an Owner, Sub-Developer or Neighborhood Association proposes any Work for which Architectural Review is required under **Section 10.04**, there shall be submitted to the ACC a written application for approval and at least two (2) complete set of plans and specifications for the proposed Work. Such plans and specifications shall include, as appropriate, the following:

- (a) A site plan for the property involved showing the nature, location, shape and dimensions of all proposed Alterations, Development, Improvements, Landscaping and Repairs or Restoration, as may be applicable. The site plan shall show any existing Improvements, Development and Landscaping.
- (b) Complete floor plans with elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living or working area and other areas.
- (c) Engineering drawings and specifications for all Development in sufficient detail for the ACC to evaluate the proposed Development, its schematic design, infrastructure, layout, and design features.
- (d) Specification of all external materials to be used, including description of type, color and nature.
- (e) Specification of all plant and other material proposed for Landscaping (which specifications may be submitted after commencement of construction, but prior to



installation of Landscaping).

(f) Samples of materials (where requested) and proposed colors for external application.

(g) Plumbing, irrigation and landscaping specifications in accordance with the Development Plan, Governmental Approvals, City Codes and applicable State of Florida and Federal Statutes regulating water use and conservation for purposes of potable and/or reclaimed water conservation.

(h) Such other additional and supplementary information and materials as the ACC may reasonably require.

The ACC may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, description, plans or specifications provide information of reasonably sufficient detail for the ACC to review.

10.07. ACC Review.

(a) The ACC shall review and evaluate all applications and shall either approve or disapprove, or approve in part and disapprove in part, the application. The ACC shall take such action within thirty (30) days after receipt of a completed application and any additional information required by the ACC.

(b) Failure of the ACC to approve or disapprove an application within thirty (30) days after receipt of all materials required by it hereunder shall be deemed approval. Standards are to be a guide, and even though an application may meet all Standards applicable, the ACC shall not be obligated to approve if there are other features of the application of which the ACC does not approve. Likewise, the ACC may approve of an application which does not meet all Standards applicable to it if the ACC, in its sole judgment, determines that the proposed Work in its entirety merits approval, and the deviation from an adopted Standard will not substantially, materially and adversely affect the Owners and occupants of Riviera Dunes.

(c) The ACC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ACC may issue conditional approvals, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations in writing, the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations.

(d) No Work shall proceed except in strict compliance with this Master Declaration and the approval by the ACC, and any Work performed without such approval may be required to be removed by the Board. If any Work requiring ACC approval shall be

commenced and completed without Architectural Review and approval by the ACC, or at variance with an approval, and the ACC does not indicate disapproval thereof for a period of ninety (90) days after completion of such Work, then such Work shall be deemed to have been approved by the ACC. Provided, however, that if during such period after completion the ACC does indicate its disapproval, then such Work may be required to be removed, in whole or in part, or altered to comply with such plans and specifications as may be approved by the ACC.

(e) In exercising its authority, the ACC shall have the right to refuse to approve any proposed Work which it deems not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving any plan, specification or other part of an application, the ACC shall consider the suitability of the proposed Work, giving due consideration to the site upon which the Work is to be performed, the several components of the Work, the internal harmony of the area embraced within the proposed Work and the harmony thereof with surrounding areas and the effect thereof on adjacent or neighboring property, as well as its consistency with the quality of development within Riviera Dunes.

10.08. Rules, Regulations and Fees. The ACC may adopt reasonable rules and regulations for the conduct of its meetings and the implementation of the authority given it hereunder. Provided, no such rules and regulations may be adopted by the ACC that are inconsistent with Rules and Regulations adopted by the Board, the By-Laws or this Declaration. The Board may establish reasonable fees for Architectural Review from time to time. In establishing such fees, the Board may take into consideration the nature of the application, and establish a fee schedule depending upon the nature and extent of the application.

10.09. Right of Entry. There is specifically reserved unto the Master Association, the ACC and their agents and representatives the right of entry and inspection upon any Lot, Parcel or Neighborhood Property and Improvements thereto for the purpose of determination by the ACC whether there exists any Work which violates the terms of any approval by the ACC or the terms of this Master Declaration or of any Development Documents to which such property is subject.

10.10. Enforcement. The Master Association through the Board is specifically empowered to enforce the provisions of this Master Declaration and the decisions of the ACC by any legal or equitable remedy. In addition to any other remedies available to it, the Board may impose such fines using such procedures as may be set forth in the By-Laws for the failure of any Owner, Sub-Developer or Neighborhood Association to comply with the provisions of this Article 10. In the event that any Work is commenced or completed in violation of the provisions of this Article, then the Board shall have the right, on the recommendation of the ACC, to levy a Special Assessment against the Owner and the property on which such Work was performed for damages caused by such violation, such remedy to be in addition to the other remedies hereunder. In the event it becomes necessary to resort to litigation to determine the propriety of any Work, or to remove or require the removal of any unapproved Work, then the prevailing party shall be entitled

to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith.

10.11. Indemnification of ACC. The Master Association shall indemnify and hold harmless the ACC and its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of service as a member of the ACC.

10.12. Liability Disclaimer. Neither Declarant, the Master Association nor the ACC assumes any responsibility for the design or quality of materials, construction or structural soundness of any Improvements, Landscaping or Development, nor compliance thereby with any codes or standards or the Governmental Approvals. No obligation or liability relating to any Development, construction of Improvements or Landscaping shall result from Declarant, the Master Association and the ACC reviewing and approving any proposed Work. Neither Declarant, the ACC or the Master Association evaluates applications or proposals to determine whether same satisfy any applicable governmental requirements. Neither Declarant, the Master Association, the ACC nor any of their officers, directors, agents or members shall be liable for any loss, damage, injury or expense arising out of or in any way connected with the performance of the duties hereunder, unless due to willful misconduct.

10.13. Records. The Master Association, through the ACC, shall maintain records of all Architectural Review proceedings.

10.14. Architectural Review by Neighborhood Associations. It is the Declarant's intent that the responsibility for Architectural Review as described in this **Article 10** shall be turned over to the respective Neighborhood Associations upon the occurrence of the following:

(a) with respect to certain Lots or Parcels, a Neighborhood Association shall have been formed; and

(b) a duly-formed Neighborhood Association shall have submitted its Neighborhood Documents and separate Standards to the ACC (or the Declarant, prior to the Turnover Date) for review, and the ACC (or the Declarant, prior to the Turnover Date) shall have approved such documentation as to design standards and review. The criteria for such approval shall include, but not be limited to, incorporation of Declarant's overall schematic design concepts for Riviera Dunes, specific standards to implement same, and Architectural Review procedures that insure responsible review and adherence to such standards.

Notwithstanding the above, the ACC (or the Declarant, prior to the Turnover Date) may retain the right to review a Neighborhood's perimeter landscaping, walls and other features and improvements visible from adjacent properties or roadways, buildings other than individual single-family homes, and waterfront landscaping, improvements and facilities, including but not limited to, docks and marina structures.

**ARTICLE 11**  
**COMPLIANCE BY SUBDEVELOPERS AND ASSOCIATIONS**

Each Sub-Developer as an Owner, and each Neighborhood Association shall be subject to and comply with this Master Declaration. The following provisions shall be specifically applicable, as the context may require, to such Sub-Developers and associations.

11.01. Development Approval. All Development proposed by any Sub-Developer for any part of Riviera Dunes shall, in addition to the requirement of ACC approval, require written approval by Declarant. All such proposed Development must be in accordance with the Development Plan and Governmental Approvals and, in addition, shall be subject to review and approval by Declarant as to general site plans; layout and location of roads, streets, bicycle paths, and walkways; location, layout, design and composition of parks, other open space and shared facilities and amenities; location, design, specification and engineering for all component parts of the Stormwater Management Systems; proposed layout of Lots within any subdivision and location of buildings, drives, parking areas, walks, paths, and shared facilities and amenities for any Development on a Parcel; architectural concept, design, materials, color, height and specification for all structural improvements to Lots, Parcels and Neighborhood Property; location of utility and other easements; landscaping, signage and lighting plans, designs and specifications; temporary location of sales and administrative offices of the Sub-Developer, its agents, contractors and employees; and such other aspects of the development plan of the Sub-Developer as may be reasonably required by Declarant to understand, review and grant approval or disapproval to such development proposal.

11.02. Development Documents. All parts of Riviera Dunes shall be subject to Development Documents as required by this **Section 11.02**, unless and except to the extent Declarant shall waive such requirements. Such Development Documents must be submitted to and approved by Declarant. All Lots within a Neighborhood must be subject to Neighborhood Documents requiring the owners thereof to be members of a Neighborhood Association. All such Development Documents must meet the requirements of Governmental Approvals, contain provisions whereby such associations designate Delegate Members to exercise the voting rights in the Master Association consistent with this Master Declaration and the By-Laws. All Development Documents shall implement the provisions of this Master Declaration wherein it is provided that Development Documents shall contain specific provisions.

11.03. Compliance by Neighborhood Associations. Each Neighborhood Association shall carry out its administration of its respective Development Documents in accordance with the provisions of this Master Declaration, the Development Plan and the Governmental Approvals. Neighborhood Property shall be used only in accordance with this Master Declaration and the Development Plan, and shall not be altered, constructed, reconstructed or modified, except after approval by the ACC (or by the Neighborhood Association, if such authority is assigned as provided in **Section 10.14**). Each Neighborhood Association agrees that it will, unless prohibited by law, collect Master Association Assessments from its members as agent for and on behalf of the

Master Association and remit such Assessments to the Master Association in accordance herewith. Upon a failure so to remit, such Neighborhood Association shall be liable to the Master Association for all amounts for which it is required to remit, and should it become necessary for the Master Association to enforce such right, it shall be entitled to collect from such Neighborhood Associations all costs thereof, including a reasonable attorney's fee. For all amounts, whether for Assessments collected or otherwise, that are delinquent in payment to the Master Association from a Neighborhood Association by more than thirty (30) days, such amounts shall bear interest at the highest rate permitted by law.

11.04. Restriction on Amendment. Once approved, no Development Documents may be amended in any way that would make them not in compliance with this Master Declaration or the Development Plan, or that would make them less restrictive, except with the consent of the Board.

11.05. Standards for Review. The Declarant shall have broad discretion in reviewing and approving development plans of a Sub-Developer under Section 11.01 hereof, it being recognized that it is in the interest of Declarant and Riviera Dunes that all parts thereof be developed in a first class manner, with requisite consistency for a comprehensive planned development. The determination of Declarant shall be deemed appropriate, however, so long as Declarant shall articulate a reasonable basis for its decision that is consistent with its Development Plan. Declarant shall not unreasonably withhold its approval of Development Documents provided such Development Documents contain those provisions required by this Master Declaration and are not otherwise inconsistent herewith.

## ARTICLE 12 EASEMENTS

The following easements, licenses and servitudes are hereby established and reserved over, across, under and through the lands that are now or may hereafter become a part of Riviera Dunes, including but not limited to, Lots, Parcels and Neighborhood Property, each to be a covenant running with the land and in favor of the Declarant, Master Association, individual or collective Owners, Sub-Developers, governments having jurisdiction, suppliers of utility services, the public, third parties, Neighborhood Associations and owners and occupants of adjacent lands, as the context may require.

12.01. Encroachments. If any Common Property shall encroach upon any Lot, Parcel or Neighborhood Property by reason of original construction, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist in favor of the Master Association.

12.02. Maintenance. Such easements and licenses as may be reasonably necessary or desirable are reserved and provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of all Common Property and Community Service Systems, and for implementation of any of the maintenance or repair obligations of the Master Association.

12.03. Utility Easements. A perpetual, non-exclusive easement in favor of Declarant, its successors, designees and assigns, and its mortgagees, upon, over, under and across the property within Riviera Dunes for the purpose of maintaining, installing, repairing, altering or operating sewer lines, water lines, waterworks, irrigation works, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, electronic security systems, cable television systems, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing Riviera Dunes, or any part thereof, as well as any property which could be a part of Riviera Dunes, all such easements to be of a size, width and location as Declarant, in its discretion deems best, but selected in a location so as to not unreasonably interfere with the use or construction of any Development or Improvements that are now, or will be, located within Riviera Dunes.

12.04. Service Easement. The non-exclusive, perpetual easement and right of ingress and egress over and across the Common Property, Lots, Parcels and Neighborhood Property for the purpose of providing services and utilities to Riviera Dunes, its Owners and occupants. Such easement and right of ingress and egress shall exist only to the extent and at such locations as may be reasonably required or necessary to give full effect to the provision of the services contemplated hereby. Providers of all such services shall, to the extent practical, utilize public rights-of-way and easements; private easements as granted by Declarant, Sub-Developers, Neighborhood Associations or Owners; and practical means of access as exist by virtue of construction of roads, walks and paths within Riviera Dunes. It is the intent hereof to establish the minimum practical easement necessary to assure the ability of the providers of services to Riviera Dunes to provide same, it being intended that this easement shall not ordinarily be necessary where such services can be provided where specific public or private easements have been established. The easements hereby created shall be for the benefit of those providers of services such as delivery and pickup services; fire protection services; police, health and other governmental authorities; United States mail carriers; representatives of electrical, telephone, cable television and other utilities authorized by Declarant, and to the providers of such other services as Declarant may from time to time designate prior to the Turnover Date. After the Turnover Date, the Board may designate such other service providers.

12.05. Reservation of Easement for Stormwater Management Systems.

(a) There is hereby created, established and reserved a perpetual non-exclusive easement, license and servitude in all parts of Riviera Dunes that may now or hereafter form a part of the Stormwater Management Systems, whether installed by Declarant, a Sub-Developer or others at the locations where same is so created, constructed or installed in conformance with the Development Plan and Government Approvals. Nothing contained herein shall be deemed to grant to or reserve in favor of the Master Association any ownership in fee of lands upon which any part of the Stormwater Management Systems may be located, unless such land shall be deeded to the Master Association.

(b) The easement, license and servitude established, created and reserved hereby shall be in gross until such time as the Stormwater Management Systems is constructed. Any Sub-Developer, Owner or Neighborhood Association owning property on which portions of the Stormwater Management Systems are located may apply to the Master Association and Declarant for a limitation of the easement, license and servitude reserved hereby. Upon demonstration to Declarant and the Board that, as to any particular development segment of Riviera Dunes, such Owner, Sub-Developer, or association have specifically defined the location of such easements, licenses and servitudes for all parts of the Stormwater Management Systems located and required to be located within such segment in accordance with Governmental Approvals, then the Master Association and Declarant shall accept such easements, licenses and servitudes as in compliance with this Section, whereupon all parts of said property that do not and will not provide any part of the Stormwater Management Systems shall be released from the reservations in gross of this Section.

(c) It is intended that the easements, licenses and servitudes reserved herein shall be specifically delineated and designated by particular description or by specific reservation or grant of easements, licenses or servitudes, which may be reflected in such grants, reservations, in Development Documents or any combination thereof. Such specific definition of the Stormwater Management Systems, and the easements, licenses, rights and servitudes therefor, may be by metes and bounds descriptions of the specific component parts of the System or by more general description or location, on plats or otherwise, within which such area or areas parts of the Stormwater Management Systems are located, or any combination thereof.

(d) It is intended that the location of component parts of the Stormwater Management Systems shall evolve with greater detail as the system is designed, approved and constructed, to the end that those parts of Riviera Dunes on which no part of such system is located may be released from the reserved easements, licenses and servitudes herein set forth. Without limiting the generality of the foregoing, a Sub-Developer or others may provide a specific metes and bounds description of a lake or culvert, or may elect instead to locate such items generally within designated areas on a subdivision plat, condominium plat or otherwise.

12.06. Authority To Grant Easements. To the extent that the creation of any easements created, reserved or contemplated herein require the execution or joinder of Owners, Neighborhood Associations, or their respective mortgagees, the Declarant, prior to the Turnover Date, and the Board thereafter, as the attorney-in-fact for such Owners and associations may execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Lots and Parcels, irrevocably nominate, constitute and appoint the Declarant, and after the Turnover Date the Board, as their proper and legal attorneys-in-fact for purposes. Said appointment is coupled with an interest and is therefore irrevocable. Any instrument executed pursuant to this Section shall recite that it is made pursuant to this Section.

12.07. Right To Require Additional Easements. The ACC and Declarant may, as a condition of granting approval after Architectural Review or approval under **Article 11**, condition any such approval on the granting of such easements, licenses and servitudes as the ACC or Declarant, as appropriate, may deem reasonably necessary, required or desirable over any Lot, Parcel or Neighborhood Property for access, utilities, drainage, cable television or the Stormwater Management Systems, provided the granting of such easement will not unreasonably interfere with the use of such Lot, Parcel or Neighborhood Property in accordance with the Development Plan. Determination that such an easement, license or servitude is reasonably necessary, required or desirable may be made by Declarant or the ACC in its sole discretion.

### **ARTICLE 13 SWFWMD/DEP**

It shall be the responsibility of each Owner, at the time of construction of any building, residence or other structure, to comply with the construction plans for the Stormwater Management Systems for Riviera Dunes pursuant to Chapter 40D-4 of the Florida Administrative Code (F.A.C.), to the extent approved, or as approved in the future, by SWFWMD or the Florida Department of Environmental Protection ("DEP") and on file with SWFWMD or DEP.

It is the Owners' responsibility not to remove native vegetation that become established within the wet detention ponds abutting their respective Lots or Parcels. Removal includes dredging, the application of herbicide, cutting and introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to SWFWMD, Venice Permitting Department, or to DEP if indicated in the applicable permit.

No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit, any subsequently-approved permits and any recorded plat in which the Owner's Lot or Parcel is located, unless prior approval is received from SWFWMD, Venice Permitting Department, or to DEP if indicated in the applicable permit.

No activity may be undertaken or performed in wetlands and upland buffer zones for overland flow treatment of stormwater which are contained within any conservation easements and described in any recorded plat of any portion of Riviera Dunes, unless prior approval is received from SWFWMD, Venice Permitting Department, or to DEP if indicated in the applicable permit. Prohibited activities within wetland and upland conservation areas include the removal of native vegetation; use of pesticides, herbicides or fertilizers; excavation; placement or dumping of soil, trash or land clearing debris; and construction or maintenance of any building, residence, or structure.

The Master Association shall be responsible for stormwater monitoring data collection and reporting, operation and maintenance, and renewal and replacement of the Stormwater Management Systems as required in the development approvals and permits issued by the City and



SWFWMD and DEP, except (a) as otherwise provided in this Master Declaration, and (b) to the extent such obligation is assumed by any Neighborhood Association or other entity pursuant to the development of a portion of Riviera Dunes. The City shall have the authority to inspect such systems and assess the Master Association, individual properties, or other responsible entities for continuing performance of the systems in compliance with the standards set forth in the monitoring program.

#### **ARTICLE 14 HURRICANE AND FLOOD DISCLOSURES**

The Master Association shall notify all Neighborhood Associations and Owners that Riviera Dunes is located in an area having potential hurricane and flooding hazards, and will provide to Owners, or Neighborhood Associations for distribution to Owners, a document containing information including evacuation procedures, emergency procedures, the necessity for Flood Insurance in addition to standard homeowner policies, property loss mitigation strategies including elevation, construction of safe rooms, and window protection.

#### **ARTICLE 15 USE AND CONSTRUCTION RESTRICTIONS**

The following protective restrictions, limitations, conditions, requirements, guidelines and agreements are hereby imposed upon Riviera Dunes and shall apply to Sub-Developers and other Owners of Lots and Parcels, their tenants and respective guests, families and invitees, and to each Neighborhood Association and their respective agents, employees, contractors, members and their guests.

15.01. Compliance With Development Plan. Riviera Dunes, and all parts thereof, shall be improved, used and developed in accordance with the Development Plan and all Governmental Approvals.

15.02. Signs. No sign or billboard of any kind shall be displayed to public view from any Lot, Parcel, Neighborhood Property or living unit with improvement thereto, or elsewhere in Riviera Dunes, except as follows:

(a) Monument signs, entry signage, directional signage, and sales signage and similar features visible from roadways or properties outside a Neighborhood, as may be approved by the ACC.

(b) Such other signs, whether free standing, attached, lighted, moving, informational, directional, promotional or for other purposes, as may be approved by the applicable Neighborhood ACC.

15.03. Noxious Activities. No noxious or offensive activity shall be carried upon or within any Lot, Parcel, Neighborhood Property or building, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any Member or unreasonable interference with the enjoyment of any Member's Lot, Parcel, home, the Common Property or any Neighborhood Property.

15.04. Temporary-Structures. No structure of a temporary character shall be placed upon any Lot, Parcel or Neighborhood Property at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of permanent structures or Sub-Developers, and their respective contractors and sub-contractors, during the carrying out of Development. Provided further that permitted temporary structures may not at any time be used as a residence or be permitted to remain on the Lot, Parcel or Neighborhood Property after completion of the applicable Work.

15.05. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within Riviera Dunes, except that dogs, cats or other household pets may be kept upon and within the Lots and living units of their owners, provided that they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable, and subject to other restrictions imposed by Neighborhood Documents.

15.06. Unsightly Items. Weeds, rubbish, debris or other unsightly materials or objects of any kind shall be regularly removed from the Lots, Parcels and Neighborhood Property and shall not be allowed to accumulate thereon. Prior to the construction of Improvements to a Lot, Parcel or Neighborhood Property, the Owner thereof (or Neighborhood Association, in the case of Neighborhood Property) shall cause the underbrush and weeds to be cut or mowed regularly. If any Owner or Neighborhood Association shall fail to remove such unsightly items or objects or to clear and mow such Lot, Parcel, or Neighborhood Property then after reasonable notice to such Owner or association, the Master Association or its agents may enter upon such Lot, Parcel or Neighborhood Property and cause such Lot, Parcel or Neighborhood property to be brought into conformance, provided such action will not occur until the Master Association has provided reasonable notice to the Owner or Association. Five (5) days written notice shall be deemed reasonable, but other forms and times for notice may also be deemed reasonable under the circumstances. The cost thereof shall be a Special Assessment against such Owner and his Lot or Parcel. If such work is performed on Neighborhood Property, then the Neighborhood Association, as applicable, shall be liable to the Master Association for all costs thereof, interest as provided in **Section 5.15** and reasonable attorneys fees incurred by the Master Association in collection of such amounts, whether collected by suit or otherwise. The Master Association and those acting for it shall not be responsible for any damages on account of the disposition of any accumulated materials so removed so long as the Board exercises good faith. Garbage containers, lawn trimmings and trash stored for pickup shall comply with collection service rules of applicable governmental authorities and providers of such service. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects or items shall be permitted to accumulate on land adjacent to an Owner's property.

15.07. Utilities. All utility services, including but not limited to, water, sewer, electric, gas, telephone and cable television, shall be located beneath ground, and no overhead or above ground wires or cables shall be permitted upon any Lot, Parcel or Neighborhood Property or elsewhere within Riviera Dunes except as may be expressly approved by the ACC.

15.08. Drainage. First floor levels, grading and contours of each Lot, Parcel and Neighborhood Property shall be such as to provide proper drainage of the property without adversely affecting adjacent properties. Once a proper drainage pattern is established, no filling or grading shall be done that would adversely affect such drainage pattern. All slopes and swales providing such drainage shall be maintained. Protective slopes around all buildings shall be provided on every Lot, Parcel and Neighborhood Property by the respective Owner and swales and other drainage facilities shall be planned in accordance with sound engineering practices and maintained and preserved to prevent standing water. No grass clippings, plant trimmings or other landscape or other debris shall be deposited in a swale, ditch, lake, pond or any other drainage, detention or retention facility within Riviera Dunes, whether same be part of the Stormwater Management Systems or not. Any Owner, or Neighborhood Association that causes or permits alteration of the contours of land or otherwise interferes with the Stormwater Management Systems shall be responsible for any damage caused thereby to other parts of Riviera Dunes.

15.09. Additional Restrictions. In addition to this Master Declaration and Amendments and Supplements hereto, Declarant and Sub-Developers may record Development Documents for parts of Riviera Dunes. Such Development Documents may vary as to different parts of Riviera Dunes in accordance with the Development Plan and the location, topography and intended use of the land subject thereto. To the extent that any part of Riviera Dunes is made subject to Development Documents, such land shall be subject both to those documents and this Master Declaration. Nothing contained in this section shall require the Declarant or any Sub-Developer to impose uniform restrictions, or to impose restrictions of any kind on all or any part of the property that may become a part of Riviera Dunes, except as expressly provided herein.

15.10. Repair and Maintenance. Each Owner, his lessee or occupant, and each Neighborhood Association shall at all times maintain in good condition and repair each Lot, Parcel and Neighborhood Property, and all Improvements thereto and Landscaping thereof. If any Owner or Neighborhood Association shall fail to maintain and repair, then the Master Association shall have the right, but not the obligation, to effect such maintenance or repair in accordance with **Article 7.**

15.11. Restriction on Right to Withdraw Water. No Owner or Neighborhood Association shall have the right to withdraw or use water from any lake, pond, retention facility or drainage ditch forming a part of the Stormwater Management Systems without the prior written approval of the Board. Sub-Developers may, in Development Documents, grant to Neighborhood Associations the right to pump and draw water from lakes and ponds forming a part of the Stormwater Management Systems only with the written consent of the Master Association and Declarant. Such right shall exist exclusively for irrigation purposes. Any such approval may be

given unconditionally or conditioned upon such terms and limitations as the Board may deem appropriate, in its sole discretion, including but not necessarily limited to the imposition of a charge to take and use such water. Any such approval once given may be revoked or suspended by the Board if the Board, in its sole discretion, determines that such right has been abused or that circumstances have changed so that it is in the best interest of the Master Association that such authorization be withdrawn. Likewise, the Board may impose additional conditions or alter those already imposed. Nothing contained herein shall be deemed to impose any obligation upon the Board or the Declarant to permit the withdrawal and use of such water by any Owner or association, and the Board and Declarant may be arbitrary in reaching any determination hereunder. Provided, however, that those in substantially similar situations shall be treated in a uniform, fair and reasonable manner. If, however, the Board has determined that there are a limited number of associations and Owners who may withdraw water from any given source, the Board and Declarant may limit the number who may so withdraw and use such water, and establish such priorities as may be deemed appropriate. Any right to withdraw water granted an association in the Development Documents with required consent shall have priority over any right granted individual owners to use such water.

15.12. Jurisdictional Wetlands. Certain parts of Riviera Dunes are or will be identified as "Jurisdictional Wetlands," being areas of environmentally sensitive lands subject to the jurisdiction or interest of governmental authorities. Jurisdictional Wetlands are and will be those parts of Riviera Dunes identified as such from time to time pursuant to the Governmental Approvals as various development segments of Riviera Dunes are approved for development and construction as part of the Development Plan. Areas identified as wetland mitigation areas shall be treated in the same manner as areas identified as Jurisdictional Wetlands. No Owner, his lessees, guests, or occupants, and no Neighborhood Association shall do, cause or permit any activities in preserved wetland areas, upland buffer zones and wetland compensation areas, described in the approved permit and recorded plats within Riviera Dunes, except in conformance with the Government Approvals and this Declaration. Prohibited activities within such areas, include the removal of native vegetation; use of pesticides, herbicides or fertilizers; excavation; placement or dumping of spill; trash or land clearing debris; and construction or maintenance of any building, residence or structure. As Jurisdictional Wetlands within Riviera Dunes are identified, each Sub-Developer shall be obligated to designate and delineate the location thereof as part of its Development Documents. Such designation and delineation may be on recorded final subdivision plats, condominium surveys, plats and plot plans or on separate surveys attached to the deed of conveyance from such Sub-Developer. Copies of all such Development Documents designating and delineating Jurisdictional Wetlands shall be delivered to the Master Association.

15.13. Restriction on Certain Use of Vehicles. No engine driven or propelled vehicle, including but not limited to, motorcycles, motor bikes, mopeds, go carts, golf carts, truck, cars, vans, utility vehicles, recreational or novelty vehicles or other vehicles shall be used within or upon the Common Property, any bicycle path or any Neighborhood Property except on roads and parking lots serving such Common Property and where such vehicles are used for maintenance thereof, by a provider of a utility or emergency service. Provided, however, that nothing contained

herein shall prevent the use of motorized devices for the sole purpose of providing transportation for the handicapped.

15.14 Restriction on Types of Uses. Without limitation, the following uses are prohibited within any and all areas of Riviera Dunes: adult-oriented retail establishments, pawn shops, vacuum cleaner reconditioning stores, loan for auto title stores (but not intended to exclude banks, savings & loans and credit unions) and/or used car lots.

## ARTICLE 16 GENERAL PROVISIONS

16.01. Enforcement. The Master Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration, or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessment liens the Board shall have the exclusive right to the enforcement thereof. Provided further, no enforcement proceeding may be maintained by the owners of fewer than seven (7) Lots or the Owner of a Parcel assigned not fewer than twenty (20) Index Points. The provisions hereof may likewise be enforced by any Neighborhood Association, acting on behalf of the owners of property therein. Failure of the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.02. Severability. Invalidation of any part of this Master Declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

16.03. Covenants. The covenants, conditions and restrictions of this Master Declaration shall run with the land, bind all the property and inure to the benefit of and be enforceable by the Master Association, any Owner or any Neighborhood Association as provided above, their respective personal representatives, heirs, successors and assigns, for a term of 99 years from the date this Master Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument, signed by the Owners of two-thirds of the Lots (with Parcels deemed to have that number of Lots equal to the Index Points assigned to the Parcel) has been recorded at least one (1) year prior to the end of any such period agreeing to terminate this Master Declaration. No such termination shall impair the rights of any Owner or Lot or Parcel to the use and benefit of any easements set forth herein. Provided, however, that at any time by a 60% majority vote of the Members of the Master Association, by Delegate Voting, this Declaration may be amended where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency.

16.04. Construction. The provisions of this Master Declaration shall be liberally construed to effect its purpose of creating a plan for the development of high quality residential community with commercial segments. Therefore, in addition to the maintenance, preservation and regulation of the Common Property, the approval of the development plans, Development Documents and the exercise of the Architectural Review are priority objectives of this Master Declaration and the Master Association. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Master Declaration shall be construed under the law of Florida and shall not be construed more strongly against any party to any action, regardless of who may have prepared it. Whenever the context of this Master Declaration, the Articles or By-Laws, require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

16.05. Amendment. Subject to the rights of Declarant, this Master Declaration may be amended only by the approval of not less than seventy (70%) percent of all Members by Delegate Voting.

16.06. Attorneys Fees. In the event any action is instituted to enforce or construe the provisions contained in this Master Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and the costs of such suit. In the event the Master Association is a prevailing party in such action of the amount of such attorneys fees and costs shall be a Special Assessment with respect to the Lot or Parcel involved in the action.

16.07. Declarant. Anything herein to the contrary notwithstanding, prior to the Turnover Date, Declarant reserves the right to amend this Master Declaration, the Articles and the By-Laws in any manner whatsoever; provided, however, that Declarant may not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size or quality of the Common Property. Declarant further reserves the right to erect temporary structures for use in its development business, and otherwise to establish and use any part of the property covered hereby for the development, construction, marketing, promotion and sale of Lots, Parcels and improvements thereto within Riviera Dunes. So long as Declarant owns any Lot, Parcel or other property covered hereby of record, it may establish licenses, reservations, easements and rights of way in favor of itself, the Master Association, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of Riviera Dunes, and the Common Property. Declarant's rights hereunder may be assigned to any successor to all or any part of Declarant's interest in Riviera Dunes, by express assignment incorporated in a deed or by separate instrument, and such Declarant rights shall inure to any mortgagee of Declarant who acquires title to undeveloped portions of the property by foreclosure or deed in lieu of foreclosure or to a successor Declarant acquiring title through foreclosure or from a mortgagee or other acquiring title through such foreclosure or deed in lieu thereof. Declarant further reserves the right to amend the Development Plan.

16.08. Neighborhood Property. Notwithstanding anything to the contrary contained in this Master Declaration, any Neighborhood Property developed in accordance with the Development Plan may be used for such recreational activities normally associated with residential community association facilities, specifically including, but not necessarily limited to, tennis, racquetball, swimming, exercise facilities, and other community facility activities. Nothing contained herein shall restrict the right of Declarant to prescribe specific limitations on the use of Neighborhood Property at the time Declarant adds or consents to the addition of such property to Riviera Dunes under Article 2 hereof, or at such time as Declarant approves the Development Documents therefor in accordance with Article 11 hereof. Provided, however, that once Declarant has approved the use of Neighborhood Property for such uses and activities, it may not thereafter restrict such usage except with the written consent of the Owner of such Neighborhood Property or proposed Neighborhood Property, if such property then be owned by a Sub-Developer, or Neighborhood Association.

16.09. Obligation to Accept Deed. The Master Association shall be obligated to accept deeds from the Declarant or others upon the direction of Declarant conveying any property within Riviera Dunes. The Master Association shall also be obligated to maintain any areas within Riviera Dunes assigned to it for maintenance by Declarant.

16.10 Use of Names. All persons are hereby notified that the names "Riviera Dunes" and "Riviera Dunes Resorts" and any other names used by Declarant in connection with the overall development of Riviera Dunes are the sole property of Declarant or the applicable affiliate thereof. Accordingly, no person acquiring title to or any interest in any portion of the Riviera Dunes shall, by virtue thereof, acquire any right to use any of such name in any manner. Declarant may, however, license or otherwise grant permission to use any of such name, but the fact that Declarant may do so, or does so, shall not change the foregoing and shall be effective only to the extent permitted by such license or other grant of permission.

**[Intentionally blank]**

**[Intentionally blank...continued on next page]**



Declarant and First Dartmouth have executed this Master Declaration as of this 23 day of NOVEMBER, 1999.

Signed, Sealed and Delivered  
in the presence of:

Sue B. Hudson  
(Sue B. Hudson)  
Printed name of witness

Leslie Gladfelter  
(Leslie Gladfelter)  
Printed name of witness

W.C. Riviera Partners, L.C., a Florida  
limited liability company

By: Riviera Dunes Resorts  
Management Company, a Florida  
corporation, its Manager

By: Linda J. Svenson  
(Linda J. Svenson)  
Its President

First Dartmouth Homes, a Florida general  
partnership

By: Dartmouth Development I, Inc., a  
Florida corporation, a partner

Caleb J. Grimes  
(CALEB J. GRIMES)  
Printed name of witness

Leslie H. Gladfelter  
(Leslie H. Gladfelter)  
Printed name of witness

By: FRANK S. MAGGIO  
(FRANK S. MAGGIO)  
Its PRESIDENT

Riviera Dunes Master Association, Inc., a  
Florida corporation

By: Linda J. Svenson  
(Linda J. Svenson)  
Printed name  
Its President

Sue B. Hudson  
(Sue B. Hudson)  
Printed name of witness

Leslie Gladfelter  
(Leslie Gladfelter)  
Printed name of witness

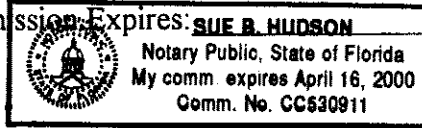
STATE OF FLORIDA :  
COUNTY OF MANATEE :

The foregoing instrument was acknowledged before me this 23 day of November 1999 by Linda J. Svenson, as President of Riviera Dunes Resorts, Inc., a Florida corporation, Manager of W.C. Riviera Partners, L.C. a Florida limited liability company, on behalf of the company. She is personally known to me or has produced for identification \_\_\_\_\_.

Sue B. Hudson  
Notary Public  
( Sue B. Hudson )

Printed Signature of Notary

My Commission Expires: SUE B. HUDSON



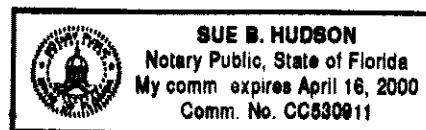
STATE OF FLORIDA :  
COUNTY OF MANATEE :

The foregoing instrument was acknowledged before me this 23 day of November 1999 by Frank S. Maggio as President of Dartmouth Development I, Inc., a Florida corporation, as a partner of First Dartmouth Homes, a Florida general partnership, on behalf of the partnership and the corporation. He is personally known to me or has produced for identification Florida Driver's License

Sue B. Hudson  
Notary Public  
( Sue B. Hudson )

Printed Signature of Notary

My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA :  
COUNTY OF MANATEE :

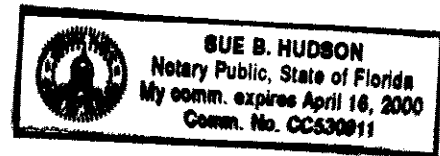
The foregoing instrument was acknowledged before me this 23 day of November, 1999,  
by Linda G. Srenson as the President of Riviera Dunes Master  
Association, Inc., a Florida corporation not-for-profit. He/She is personally known to me or has  
produced for identification \_\_\_\_\_.

Sue B. Hudson  
Notary Public  
( Sue B. Hudson )  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

**Prepared by:**

Leslie H. Gladfelter, Attorney  
GRIMES GOEBEL GRIMES HAWKINS  
& GLADFELTER, P.A.  
P. O. Box 1550  
1023 Manatee Avenue West  
Bradenton, FL 34205  
941-748-0151



**“EXHIBIT A”  
LEGAL DESCRIPTION**

See Attached

I.

PARCEL A

BK 1616 PG 4609 53 of 79

BEGIN AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 34 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE RUN S 00°33'40" W ALONG THE WEST LINE OF SECTION 24, 574.82 FEET; THENCE S 40°33'36" E, 720.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301/S.R. 55; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N 00°00'25" E, 1117.61 FEET TO ITS INTERSECTION WITH A LINE BEARING S 89°27'02" E FROM THE POB; THENCE N 00°02'04" E, 656.58 FEET; THENCE N 10°59'44" W, 7.30 FEET; THENCE N 10°50'28" W, 196.50 FEET; THENCE N 00°02'33" E, 300.00 FEET; THENCE N 59°59'28" W, 131.41 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 7th STREET; THENCE N 89°27'14" W ALONG SAID SOUTHERLY RIGHT-OF-WAY OF 7th STREET, 299.99 FEET; THENCE S 00°32' 20" W, 1220.94 FEET TO THE POINT OF BEGINNING.

LESS:

COMMENCE AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN ORB 1054, PAGES 1788-1796 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE "CIVIC CENTER PARCEL") SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF US HIGHWAY 301/41 (S.R. 55) AND THE SOUTHERLY RIGHT-OF-WAY OF HABEN BOULEVARD; THENCE S 89°58'43" W, 130.26 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF AFORMENTIONED U.S. HIGHWAY 301/41 FOR A POINT OF BEGINNING; THENCE S 89°59'19" W, 125.00 FEET; THENCE N 00°02'04" E PARALLEL TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 301 217.92 FEET; THENCE N 65°59'14" W, 366.00 FEET TO THE WEST LINE OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE S 00°32'20" W ALONG SAID WESTERLY LINE OF SECTION 13, 404.58 FEET TO THE SOUTHWEST CORNER OF SECTION 13 (ALSO BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST); THENCE S 00°33'40" W ALONG THE WESTERLY LINE OF SECTION 24 574.82 FEET; THENCE S 40°33'36" E 720.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE AFORMENTIONED U.S. HIGHWAY 301/41; THENCE N 00°00'25" E, 1117.61 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO A POINT BEING S 89°-27'-02" E, 493.00 FEET FROM THE NORTHWEST CORNER OF SECTION 24-34S-17E; THENCE N 00°02'04" E ALONG THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 301/41, 42.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTIONS 13 & 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY FLORIDA,

II.

PARCEL 'B' (BEING NORTH OF HABEN BOULEVARD):

BEGIN AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN ORB 1054, PAGES 1788-1796 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE "CIVIC CENTER" PARCEL); THENCE RUN S 00°10'42" W, ALONG THE EAST LINE OF THE ABOVE REFERENCED "CIVIC CENTER" PARCEL, 465.37 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN ORB 1144, PAGES 1425-1429 OF THE PRMCF (THE "HABEN BOULEVARD EXTENSION"); THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY OF HABEN BOULEVARD THE FOLLOWING COURSES: N 76°04'37" E, 80.36 FEET TO A POINT OF CURVATURE; THENCE 558.13 FEET ALONG THE ARC A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 2190.95 FEET AND A CENTRAL ANGLE OF 14°35'42"; THENCE S 89°47'50" E, 600.00 FEET TO A POINT OF CURVATURE; THENCE 339.05 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 942.00 FEET AND A CENTRAL ANGLE OF 20°37'20", TO A POINT OF REVERSE CURVATURE; THENCE 298.05 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 858.00 FEET AND A CENTRAL ANGLE OF 19°54'13", TO A POINT OF COMPOUND CURVATURE; THENCE 46.17 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 75°34'57"; THENCE N 00°28'54" E, 100.73 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, RUN N 89°29'11" W, 1258.00 FEET; THENCE N 00°00'16" W, 363.60 FEET; THENCE N 89°23'50" W, 629.23 FEET TO THE POB.

THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

EXHIBIT

"A"

III. PARCEL C

COMMENCE AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE S 89°27'02" E, 493.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY OF U.S. HIGHWAY 301/S.R.55; THENCE RUN S 00°00'25" W, 1117.81 FEET ALONG SAID RIGHT-OF-WAY; THENCE S 40°33'36" E, 199.80 FEET FOR A POINT OF BEGINNING; THENCE N 00°01'28" E, 1267.87 FEET; THENCE N 00°03'41" E, 43.82 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN ORB 1054, PAGES 1788-1796 (SAID SOUTHWEST CORNER BEING THE POB OF SAID PARCEL), THENCE RUN ALONG THE SOUTHERLY RIGHT-OF-WAY OF HABEN BOULEVARD THE FOLLOWING COURSES N 89°59'19" E 100.00 FEET; THENCE 168.63 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 878.45 FEET AND A CENTRAL ANGLE OF 10°59'58"; THENCE S 79°01'33" E, 123.57 FEET; THENCE 593.41 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 67°59'59"; THENCE N 33°03'07" E, 246.55 FEET; THENCE 368.85 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 22°00'07"; THENCE 167.59 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 20°52'28"; THENCE S 13°20'16" E, 1.99 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN ORB 1144, PAGES 1425-1429 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, (THE "HABEN BOULEVARD EXTENSION" PARCEL); THENCE RUN ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HABEN BOULEVARD EXTENSION THE FOLLOWING COURSES: N 75°55'53" E, 101.94 FEET THENCE 536.70 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 2106.95 FEET AND A CENTRAL ANGLE OF 14°35'42"; THENCE S 89°30'28" E, 600.00 FEET; THENCE 308.39 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 858.00 FEET AND A CENTRAL ANGLE OF 20°35'38", TO A POINT OF REVERSE CURVATURE, THENCE 341.49 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 492.00 FEET AND A CENTRAL ANGLE OF 20°46'15"; THENCE N 89°39'34" E, 106.37 FEET; THENCE N 00°20'26" E, 208.80 FEET TO THE END OF SAID HABEN BOULEVARD EXTENSION PARCEL; THENCE S 89°29'11" E ALONG THE SOUTHERLY BOUNDARY OF THAT PARCEL DESCRIBED IN ORB 370 PAGE 303 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 433.84 FEET; THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF THAT PARCEL DESCRIBED AS "PARCEL 1" IN ORB 1435 PAGE 6874 (ALSO IN ORB 1180 PAGE 537) THE FOLLOWING TWO COURSES: S 00°23'51" W, 234.00 FEET; THENCE S 89°21'41" E, 154.00 FEET; THENCE S 00°00'53" W, 734.60 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE N 89°21'48" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, 599.46 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE S 00°38'10" W ALONG THE EAST LINE OF U.S. GOVERNMENT LOT 3, 1354.95 FEET; THENCE S 76°20'28" W, 2500.08 FEET; THENCE N 15°09'23" W, 225.00 FEET; THENCE N 64°04'34" W 891.58 FEET; THENCE N 40°33'36" W, 143.46 FEET TO THE POINT OF BEGINNING.

LESS:

PARCEL C-1

BEING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN ORB 1054, PAGES 1788-1796 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE CIVIC CENTER 'PARCEL'), SAID POINT BEGINNING, BEING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 301/41 (S.R. 55) AND THE SOUTHERLY RIGHT-OF-WAY OF HABEN BOULEVARD; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HABEN BOULEVARD THE FOLLOWING COURSES; N 89°59'19" E, 100.00 FEET; THENCE SOUTHEASTERLY 168.63 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 878.45 FEET, A CENTRAL ANGLE OF 10°59'56", AND A CHORD BEARING OF S 84°28'06" E; THENCE S 79°01'33" E, 109.37 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HABEN BOULEVARD, RUN S 00°13'04" E, 315.04 FEET; THENCE S 89°46'56" W, 375.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301/41 (S.R.55); THENCE N 00°01'28" E ALONG SAID EASTERLY RIGHT-OF-WAY, 306.18 FEET; THENCE N 00°03'41 E, 43.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTIONS 13 & 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

IV. PARCEL C-1

BEING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN ORB 1054, PAGES 1788-1796 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE CIVIC CENTER 'PARCEL'), SAID POINT BEGINNING, BEING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 301/41 (S.R. 55) AND THE SOUTHERLY RIGHT-OF-WAY OF HABEN BOULEVARD; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HABEN BOULEVARD THE FOLLOWING COURSES; N 89°59'19" E, 100.00 FEET; THENCE SOUTHEASTERLY 168.63 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 878.45 FEET, A CENTRAL ANGLE OF 10°59'56", AND A CHORD BEARING OF S 84°28'06" E; THENCE S 79°01'33" E, 109.37 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HABEN BOULEVARD, RUN S 00°13'04" E, 315.04 FEET; THENCE S 89°46'56" W, 375.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301/41 (S.R.55); THENCE N 00°01'28" E ALONG SAID EASTERLY RIGHT-OF-WAY, 306.18 FEET; THENCE N 00°03'41 E, 43.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTIONS 13 & 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

V. PARCEL D

TOGETHER WITH NON-EXCLUSIVE EASEMENTS SET FORTH IN TRUSTEE'S DEED BY AND BETWEEN BARNETT BANK OF MANATEE COUNTY, NA, AS TRUSTEE, AND MANATEE COUNTY CIVIC CENTER AUTHORITY, RECORDED IN OFFICIAL RECORD BOOK 1054, PAGE 1788, AND SET FORTH IN RIGHT-OF-WAY RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN MANATEE GATEWAY NO.1, A JOINT VENTURE, AND BARNETT BANK OF MANATEE COUNTY AS TRUSTEE, AND THE MANATEE COUNTY CIVIC CENTER AUTHORITY RECORDED IN OFFICIAL RECORD BOOK 1054, PAGE 1801, ALL OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR THE PURPOSES OF INGRESS, EGRESS, DRAINAGE, AND UTILITIES, PEDISTRIAN WALKWAYS, AND OVERHEAD ARCHITECTURAL CONNECTION, OVER, UNDER, AND ACROSS THE LANDS DESCRIBED IN SAID INSTRUMENTS.

VI. PARCEL E

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR A PERIOD OF 25 YEARS FROM SEPTEMBER 12, 1991, WAS SET FORTH IN SOVEREIGN SUBMERGED LANDS EASEMENT GRANTED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA IN FAVOR OF MANATEE GATEWAY I, A JOINT VENTURE, A FLORIDA GENERAL PARTERSHIP, AND RECORDED IN OFFICIAL RECORD BOOK 1378, PAGE 1557, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR THE PURPOSE OF AN ACCESS CHANNEL AND FLUSHING CHANNEL OVER, UNDER, AND ACROSS THE SOVEREIGN LANDS DESCRIBED IN SAID INSTRUMENT

**EXHIBIT "B"**  
**ARTICLES**

See Attached



**ARTICLES OF INCORPORATION****OF****RIVIERA DUNES MASTER ASSOCIATION, INC.**

The undersigned incorporator, a resident of the State of Florida of the age of majority, hereby makes, subscribes, acknowledges and files with the Secretary of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

**ARTICLE I. NAME AND ADDRESS**

The name of this corporation is RIVIERA DUNES MASTER ASSOCIATION, INC., hereafter sometimes called the "Association." The principal office and mailing address of this corporation shall be 590 Haben Boulevard, Palmetto, Florida 34221.

**ARTICLE II. PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof. This Association is formed specifically to promote health, safety and general welfare of the land owners within all or any portion of RIVIERA DUNES, a master planned development, lying and being in Manatee County, Florida, ("Riviera Dunes") and any additional phases of Riviera Dunes as may be brought within the jurisdiction of the Association by proper filing and recording in the Public Records of Manatee County, Florida of a Supplement to the Master Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") pertaining to any additional phase; and the Association is formed generally to perform any legal act or to perform any legal duty or obligation as may legally be permitted by the Florida Not For Profit Corporation Act, *Florida Statutes*, chapter 617 (1999).

Notwithstanding anything in the above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1986, nor shall the Association engage in any other activity prohibited by such section, nor shall the Association engage in any other activity or perform any act in violation of any provision governing such tax exempt organizations as determined by the federal revenue laws. The Association's amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate of any assessment paid or the amount of the rebate.

**ARTICLE III. MEMBERSHIP**

Every person or legal entity who holds legal title of record to a present fee simple interest

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Caleb J. Grimes, Esquire, FL Bar 264636  
Grimes Goebel Grimes Hawkins & Gladfelter, P.A.  
1023 Manatee Avenue West  
Bradenton, Florida 34205  
941-748-0151 Fax 941-748-0158  
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in any subdivided lot or development parcel ("Lot") in RIVIERA DUNES, and every person or legal entity who holds legal title of record to a fee simple interest in any Lot being a part of any additional phase of RIVIERA DUNES provided that such phase has come under the jurisdiction of the Association by the recordation of the Declaration or an appropriate amendment thereto among the Public Records of Manatee County, Florida (a "Lot Owner"), shall be a member for each such Lot owned by such person or legal entity. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to the provisions of the Declaration.

#### ARTICLE IV. CORPORATE EXISTENCE

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall exist perpetually.

#### ARTICLE V. VOTING RIGHTS

The Association shall have three (3) categories of voting membership. The voting rights of each class of membership shall be set forth, and be governed by the bylaws of the Association.

#### ARTICLE VI. BOARD OF DIRECTORS

The business affairs of this Association shall be managed by a Board of Directors. The method of election or appointment of the Board of Directors shall be set forth, and be governed by the bylaws of the Association.

#### ARTICLE VII. OFFICERS

The Association shall have the officers described in its bylaws who shall be elected or appointed at such time and for such terms as is provided in the bylaws.

#### ARTICLE VIII. SUBSCRIBERS

The name and residence address of the subscriber to these Articles of Incorporation is as follows:

Linda J. Svenson  
590 Haben Boulevard  
Palmetto, Florida 34221

#### ARTICLE IX. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 1023 Manatee Avenue West, Bradenton, Florida 34205. The name of the initial registered agent of the Association is Caleb J. Grimes, Esquire.

BK 1616 PG 4615 59 of 79

ARTICLE X. AMENDMENT TO ARTICLES

These Articles of Incorporation may be amended as set forth in the *Florida Statutes*, as amended from time to time.

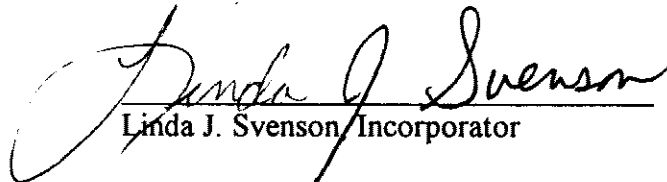
ARTICLE XI. INDEMNITY

The corporation shall indemnify any person made a party or threatened to be a party to any threatened, pending or contemplated action, suit or proceeding, pursuant to the provisions contained in the bylaws of the corporation.

ARTICLE XII. INTERPRETATION


Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions of these Articles shall be consistent with the provisions of the Declaration, and these Articles shall be interpreted, construed and applied so as to avoid inconsistencies or conflicting results.

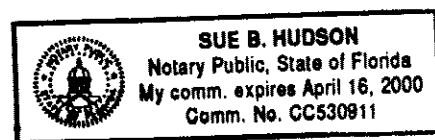
IN WITNESS WHEREOF, I, the undersigned Incorporator, for the purposes of forming a corporation not for profit pursuant to the laws of the State of Florida, do make, subscribe and acknowledge this certificate and I have hereunto duly executed the foregoing Articles of Incorporation to be filed in the office of the Secretary of State of Florida, for the purposes therein set forth.

  
Linda J. Svenson/Incorporator

STATE OF FLORIDA :  
COUNTY OF MANATEE:

THE FOREGOING INSTRUMENT was acknowledged before me this 16 day of November, 1999 by Linda J. Svenson, who has produced \_\_\_\_\_ as identification or who is personally known to me.

  
NOTARY PUBLIC



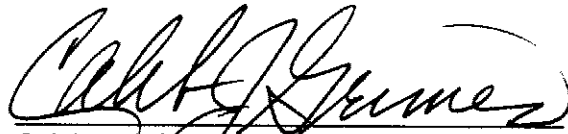
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
SERVICE OF PROCESS WITH THIS STATE, NAMED AGENT  
UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 617.0501, Florida Statutes, the following is submitted in compliance with said Act:

RIVIERA DUNES MASTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 590 Haben Boulevard, Palmetto, Florida 34221, has named Caleb J. Grimes, Esquire, with registered office at 1023 Manatee Avenue West, Bradenton, Florida 34205 as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
Caleb J. Grimes, Esquire  
Registered Agent

DATED this the 16th day of November, 1999.

L:\riviera dunes\Master Association Declaration.wpd\sbh\November 15, 1999

**EXHIBIT "C"**  
**BY-LAWS**

See Attached

U:\Leslie\riviera master declaration-3rdrev.wpd\lhg\August 30, 1999 (12:08PM)

BY-LAWS  
OF  
RIVIERA DUNES MASTER ASSOCIATION, INC.  
A Corporation Not for Profit

ARTICLE I. IDENTIFICATION

1.01 Identity: These are the By-Laws of Riviera Dunes Master Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association."

1.02 Purpose: The Association has been organized for the purpose of maintaining, preserving and managing property located in the unincorporated area of Manatee County, Florida, described and in accordance with the "Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes", herein called the "Covenants", and to promote the health, safety and welfare of the owners and residents of such property.

1.03 Office: The office of the Association shall be at: 590 Haben Boulevard, Palmetto, Florida 34221, until otherwise changed by the Board of Directors.

1.04 Fiscal Year: The fiscal year of the Association shall be the calender year.

1.05 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

ARTICLE II. MEMBERS

2.01 Qualification: The Members of the Association shall consist of all of the record owners of "Lots" or "Parcels", in Riviera Dunes which are subject to the Covenants, in accordance with the Covenants. Membership commences upon acquisition and terminates upon sale or transfer of an Owner's interest in a Lot or Parcel, whether voluntary or involuntary.

2.02 Change of Membership: Change of membership in the Association shall be established by: (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot or Parcel; and (b) the delivery to the Association of a copy of such instrument. Upon the happening of such events, the owner established by such instrument shall thereupon become a Member of the Association, and the membership of the prior owner shall be terminated.

2.03 Multiple Owners: When a Lot or Parcel is owned by more than one (1) person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each Owner shall be a Member of the Association by virtue of being a record Owner of an interest in a Lot or Parcel. Lessees of Lots or Parcels shall not be Members. All matters of voting shall, however, be

determined on a Lot or Parcel basis, as provided in Article III.

2.04 Restraint Upon Assignment of Membership, Shares and Assets: The membership of an Owner, and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot or Parcel.

2.05 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

### ARTICLE III. VOTING

3.01 Voting Rights: For purposes of voting rights only, the Association has three categories of membership, Regular Membership, Delegate Membership and Developer Membership as set forth and described as follows:

(a) Regular Membership.

(i) Owner of a Lot: The Regular Member or Members who are the record owners of a Lot shall be collectively entitled to one (1) vote for each such Lot, as provided in the Covenants and the Articles of Incorporation. If Members own more than one (1) Lot, they shall be entitled to one vote for each Lot owned. A lot vote may not be divided.

(ii) Owner of a Parcel: Except as set forth in Section 3.01(d) herein and in the Covenants, the Regular Members who own Parcels are entitled to one vote for each Index Point assigned to such Parcel at the time such vote is taken. The voting rights of Regular Members are delegated as provided by these By-Laws and the Covenants.

(b) Delegate Membership. Delegate Members have the delegated voting rights provided in this **Article III, Section 3.04** herein and in **Section 3.03** of the Covenants, but are not otherwise entitled to any privileges or rights in connection with the Master Association, the Common Property or the Covenants other than to the extent the Delegate Members are also Regular Members.

(c) Developer Membership. The Developer Member(s), together with an Successor Developer, shall be entitled to the number of votes provided in the Covenants, notwithstanding the number of Lots owned by the Developer or a successor Developer. The number of votes that the Developer Member is entitled to cast may increase as provided in the Covenants and shall be decreased from time to time as provided in the Covenants until such time as the Developer Member shall be deemed to be a Regular Member.

(d) Members Not Entitled to Voting Rights. Certain areas in Riviera Dunes have been separately identified as numbered parcels on Exhibit D attached to the Covenants, **those areas identified on Exhibit D as parcels 4 and 18** shall not be

assigned Index Points and the Members owning the said parcels 4 and 18 shall not be entitled to any Voting Rights described herein or in the Covenants.

**3.02 Voting Procedures:** The single or multiple owners of each Lot or Parcel who are Regular Members, and entitled to vote, shall have the number of votes for each Lot or Parcel provided for in Section 3.01 (a) herein and in the Covenants, and the Developer Member shall have the number of votes provided for in the Covenants. All determination of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these By-Laws shall be made by reference to the number of Lots and Parcels owned by Regular Members entitled to vote, plus the number of votes, if any, to which the Developer Member is entitled. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Covenants, the Articles of Incorporation, or these By-Laws.

**3.03 Quorum** A quorum shall exist when Members entitled to cast a majority of all votes are present, either in person, by delegation of voting rights, or by designated voting representatives under the Articles of Incorporation, or these By-Laws.

**3.04 Delegation of Voting Rights.** The Board of Directors of each Neighborhood Association shall, from time to time, designate a member of such Neighborhood Association as its Delegate Member. A Delegate Member is the exclusive agent for and holds the exclusive authority to act for and vote on behalf of all Regular Members who are Owners of Lots and Parcels within the Neighborhood operated by such association. Each Delegate Member present at a meeting shall be entitled to cast the number of votes of Regular Members who are members of the Neighborhood Association of which such Delegate Member is a representative. The votes cast by a Delegate Member shall conclusively bind the Regular Members who are members of the Neighborhood Association that designated such Delegate Member. Delegation of voting rights shall not disqualify any Regular Member from serving as an officer or director of the Master Association. Owners of Parcels who are not members of a Neighborhood Association shall not be deemed to delegate their voting rights.

**3.05 Designation of Voting Representative:** The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section:

- (a) **Single Owners:** If the Lot or Parcel is owned by one (1) natural person, that person shall be entitled to cast the vote for his Lot or Parcel.
- (b) **Multiple Owners:** If a Lot or Parcel is owned by more than one (1) person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot or Parcel shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.
- (c) **Life Estate with Remainder Interest:** If a Lot or Parcel is owned by a life tenant, with others owning the remainder interest, the life



tenant shall be entitled to cast the vote for the Lot or Parcel. If the life estate is owned by more than one (1) person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot or Parcel in fee in the same manner as the life tenants own the life estate.

- (d) Corporations: If a Lot or Parcel is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot or Parcel shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.
- (e) Partnership: If a Lot or Parcel is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot or Parcel shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.
- (f) Trustees: If a Lot or Parcel is owned by a trustee, such trustee or trustees shall be entitled to cast the vote for the Lot or Parcel. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot or Parcel by a certificate executed by all trustees and filed with the Secretary of the Association.
- (g) Estates and Guardianships: If a Lot or Parcel is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot or Parcel upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.
- (h) Tenants by the Entirety: If a Lot or Parcel is owned by a husband and wife as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one (1) of the husband and wife is present at a meeting, he or she may cast the vote for their Lot or Parcel without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot or Parcel, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such manner, although the Lot or Parcel may still be counted for purposes of a quorum.

- (i) Leases: If a Lot or Parcel is leased, the Owner-lessor shall be entitled to cast the vote for the Lot or Parcel, except that the Owner may designate a lessee as the person entitled to cast the vote for the Lot or Parcel by a certificate executed by all Owners and filed with the Secretary of the Association.
- (j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a Lot or Parcel shall not be counted in determining a quorum unless all Owners required to execute such certificate are present, in person or by proxy, and such Lot and Parcel owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot or Parcel is to be cast on that matter.

3.06 Approval or Disapproval of Matters: Whenever the decision of a Lot or Parcel owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Covenants or these By-Laws.

3.07 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.08 Method of Voting: Subject to the provisions of the Covenants, voting may be by roll call, voice vote or by written ballot: provided, however, that whenever written approval is required by the Covenants, or whenever any amendment to the Covenants is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays"; provided, that any five (5) voting Members, or the chairman, may require a roll call vote or vote by written ballot.

#### ARTICLE IV. MEETINGS OF MEMBERS

4.01 Annual Meeting: The annual meeting of the Members shall be held during the month of March of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.03 is given at least thirty (30) days prior to the date set

for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the Members.

4.02 Special Meetings: Special meetings of the Members shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than fifteen (15%) percent of the total number of votes.

4.03 Notice of Meetings: Notice of all meetings of the Members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each Member at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. The notice for any meeting at which assessments against Lot and Parcel owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

4.04 Place: Meetings of the Association Members shall be held at such place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.05 Adjournments: If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.06 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

4.07 Action Without Meeting: Whenever the affirmative vote or approval of the Members is required or permitted by the Covenants or these By-Laws, such action may be taken without a meeting if Members entitled to cast not fewer than seventy-five (75%) percent of the votes if such meeting were held, shall agree in writing that such action be taken and waive the

necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Covenants, Articles of Incorporation and these By-Laws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all Members who did not approve such action in writing within ten (10) days of such approval.

4.08 Proviso: Provided, however, that until the Developer has terminated its control of the Association and its affairs in accordance with the Covenants, the proceedings of all meetings of the Members of the Association shall have no effect unless approved by the Board of Directors, except for the rights of the Regular Members to elect Directors.

#### ARTICLE V. DIRECTORS

5.01 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the Members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. Until otherwise determined by the Members, there shall be three (3) Directors.

5.02 Election of Directors: The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual meeting of the Members. A nominating committee of not less than three (3) nor more than five (5) Members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the Members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.
- (b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot and Parcel owners. A special meeting of the Lot and Parcel owners to recall a Member or Members of the Board may be called by ten (10%) percent of the Lot and Parcel owners giving notice of the meeting as required for a meeting of Lot and Parcel owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the

Members of the Association at the same meeting.

- (d) So long as Developer Membership Status continues under the Covenants, the Developer shall be vested with the power to designate, remove and replace the Members of the Board of Directors. Developer appointed directors need not be owners of Lots or Parcels. The Board of Directors designated by Developer shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.
- (e) The first election of Directors may be held when Regular Members have votes equal to 50% of the total number of votes that Lot and Parcel Owners are entitled to have pursuant to **Article III, Section 3.01 (a)** herein. Within sixty (60) days after such time, the Board shall call a meeting of the Members and give not fewer than thirty (30) days notice of such meeting. At such meeting, Regular Members shall be entitled to elect one Director. The remainder of the Board of Directors shall continue to be designated, removed and replaced by Developer. The Directors elected and designated at the first election shall serve until the annual meeting date that is not less than eighteen (18) months following such election or until the Developer Membership status terminates pursuant to the Covenants, whichever first occurs. If Developer Membership has not terminated, then the Regular Members shall elect the number of Directors to which they are entitled under the Covenants and these By-Laws, and the Developer shall designate the remaining Directors. Board Members so elected and designated shall serve until the next annual meeting, unless in the interim Developer membership terminates and a special meeting and election are held pursuant to Section 5.02(f) of these By-Laws.
- (f) When Developer membership terminates and the Developer Member is deemed to be a Regular member pursuant to Section 3.02 of the Covenants, then the Developer shall call a special meeting within sixty (60) days after such date, as provided in the Covenants. At such special meeting all Regular Members shall elect a Board of Directors, to serve until the next annual meeting. Thereafter, Directors shall be elected annually at the annual meeting. Director's terms may be staggered so that some Directors serve for longer than one (1) year.
- (g) Developer may waive its right to elect or designate any one or more Directors it otherwise has the right to designate under the Covenants and these By-Laws, which waiver shall, however, apply only to the specific election at which the waiver is made. If

Developer does waive such right, the Regular members shall elect the Board Member or members who would otherwise have been elected or designated by Developer.

5.03 Term: Subject to the provisions of Section 5.02, and subject to the establishment of staggered terms, the term of each Director's service shall extend to the next annual meeting of the Members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.04 Qualifications: All Directors shall be Members of the Association; provided, however, that any Director elected or designated by Developer pursuant to these By-Laws need not be a Member. An officer of any corporate owner and a general partner of any partnership owner shall be deemed a Member for the purposes of qualifying for election to the Board of Directors.

5.05 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing. Vacancies following removal of office pursuant to Section 5.02(c) shall be filled as therein provided. Any vacancy in the Board of Directors occurring during the time that the Developer Members and Regular Members share authority to elect and designate Directors shall be filled in the manner in which the Director who has vacated his office was originally elected or designated; i.e., if elected by Regular Members, the vacancy shall be filled by special election by Regular Members, and if designated or elected by Developer, then Developer shall select and designate a person to fill such vacancy.

5.06 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt. A Director who must be a Member of the Association shall be deemed to have resigned if he transfers his Lot or Parcel so that he ceases to be a Member of the Association. After the Developer membership status has terminated pursuant to the Covenants, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.07 Voting: All voting for the election of Directors shall be as provided in Article III hereof.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.09 Regular meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the Members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of Notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Covenants or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn and reconvene the meeting from time to time until a quorum is present. At any reconvened meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all Members.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one (1) of their Members to preside.

5.17 Directors' Fees: Directors' fees, if any, shall be determined by the Members of the Association; provided, Directors designated by the Developer shall not be entitled to Directors' fees.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.

- (g) New business.
- (h) Announcements.
- (i) Adjournment.

#### ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the development of Riviera Dunes, except as may be reserved or granted to the Lot or Parcel owners, Developer or a specific committee or committees of the Association by the Covenants, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

6.01 General Powers: All powers specifically set forth in the Covenants, Articles of Incorporation and these By-Laws, and all powers incident thereto or reasonably to be inferred therefrom.

6.02 Enforcement and Fines: The Board of Directors shall enforce by legal means, provisions of the Covenants, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the common property and the regulations and covenants for the use of the Harbor. In the event that the Board of Directors determines that any Lot or Parcel owner is in violation of any of the provisions of the Covenants, By-Laws, Articles or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the Lot or Parcel owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the Lot or Parcel owner, and such acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$25.00 per offense against the Lot or Parcel owner. Each day during which the violation continues shall be deemed a separate offense. Such fines shall be assessed as a special assessment against the Lot or Parcel owner and shall constitute a lien upon the Lot or Parcel, and may be foreclosed by the Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting owner shall be entitled to a hearing before the Board, upon reasonable written notice, specifying the violations charged and may be represented by counsel; provided further that no fine may be levied in any event against the Developer. In addition, the Board may suspend the right of any Member to use recreational facilities located on the common property for any period during which any assessment against his Lot or Parcel remains unpaid and delinquent, and may likewise suspend such right for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations of the Association. Provided, however, that any suspension of such right to the use of recreational facilities, other than for failure to pay assessments, shall be made only after a hearing before the Board, upon reasonable written notice to the owner, specifying the violations charged. At any such hearing the owner may be represented by counsel.

6.03 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Covenants and these By-Laws.

6.04 Employment: To employ, dismiss, control and contract for personnel and



contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any common property, subject to the Covenants and By-Laws. Provided, however, that the Members may supplant, amend or rescind any rules or regulations adopted by the Board, by an affirmative vote of Members holding not less than two-thirds (2/3) of all votes entitled to be cast, of the Lots and Parcels subject to the Covenants. Any such rules or regulations approved by the Members shall not thereafter be amended or rescinded except upon an affirmative vote of Members holding not less than two-thirds (2/3) of all votes entitled to be cast, of the Lots and Parcels subject to the Covenants.

6.06 Harbor Regulations and Covenants: To adopt, amend and rescind reasonable rules and regulations relating to the administration, operation and use of the Harbor, and the design and construction of the docks, subject to the Covenants.

6.07 Committees: To create and disband such committees as the Board may from time to time determine are reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Covenants, Articles of Incorporation and By-Laws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors. Nothing contained herein shall restrict the authority of the Members to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the Members shall not be amended or rescinded except by the Members. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the Members.

6.08 Cooperative Management and Operation: To enter into agreements with Neighborhood Associations, providing for the joint or cooperative implementation of Section 6.04, and Cooperative Purchasing Agreements and contracting for maintenance, repair, insurance and other items of common expense. In entering such agreements, the Board shall have the authority to apportion the expenses incurred pursuant to such agreements, so long as such apportionment is made in good faith and in a fair, equitable and reasonable manner. Expenses incurred pursuant to such agreements, whether by direct attribution or such apportionment, shall be a common expense.

## ARTICLE VII. OFFICERS

7.01 Officers and Election: The Officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other Officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority

vote of all Directors at any meeting. Any person may hold two (2) offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other Officers as it may create.

7.02 President: The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the Members or others as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

7.03 Vice President: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the Covenants. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall, in the absence or disability of the Secretary, perform the duties of the Secretary. He shall also generally assist the Secretary, and perform such other duties as may be required by the Secretary, Directors or the President.

7.05 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and he shall perform all other duties incident to the office of Treasurer.

7.06 Compensation: The compensation of all Officers and employees of the Association shall be fixed by the Directors. The provisions that Director's fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services. No Officer who is a designee of the Developer shall receive any compensation for his services.

7.07 Indemnification of Directors and Officers: Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is Director or Officer at the time such expenses are incurred, except in such cases when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

7.08 Term: All Officers shall hold office until their successors are chosen and qualify.

#### ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

- (a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:
  - (i) Administration of the Association.
  - (ii) Management fees.
  - (iii) Maintenance.
  - (iv) Rent for recreational and other commonly used facilities.
  - (v) Taxes upon Association property.
  - (vi) Insurance.
  - (vii) Security provisions.
  - (viii) Other expenses.
  - (ix) Operating capital.
  - (x) Contingency funds for advancement of special and service assessments.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement: Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Covenants.

8.04 Assessments: Regular annual assessments against a Lot owner for his share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 1st day of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended Regular Assessment. In the event the Regular annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a Special Assessment levied. The Special Assessment shall be due on the 1st day of the month next following the month in which the Special Assessment is made or as otherwise provided by the Board of Directors. Special Assessments may be made from time to time by the Board as provided in Article 5 of the Covenants, with Membership approval where required.

8.05 Acceleration of Assessments: Upon default in payment the Board may elect to accelerate remaining installments of Regular and Special Assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent lot owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.06 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from Special Assessments and funds in reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.07 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Covenants.

8.08 Audit: After Developer transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made. At least every three years, the report shall include an audit by a certified public accountant.

8.09 Fidelity Bonds: Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be

determined by the Directors of the Association. The premiums on such bonds shall be paid by the Association as a common expense.

#### ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Covenants, Articles of Incorporation or these By-Laws.

#### ARTICLE X. AMENDMENT

These By-Laws may be amended by the Members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles. Provided, however, that these By-Laws may be amended at any time by the Developer Members during the time that the Developer Members have and exercise the right to control the Association, provided that such amendment is not in conflict with the Covenants. HUD/VA has the right to veto amendments during the time that Developer Members have and exercise the right to control the Association.

#### ARTICLE XI. MISCELLANEOUS

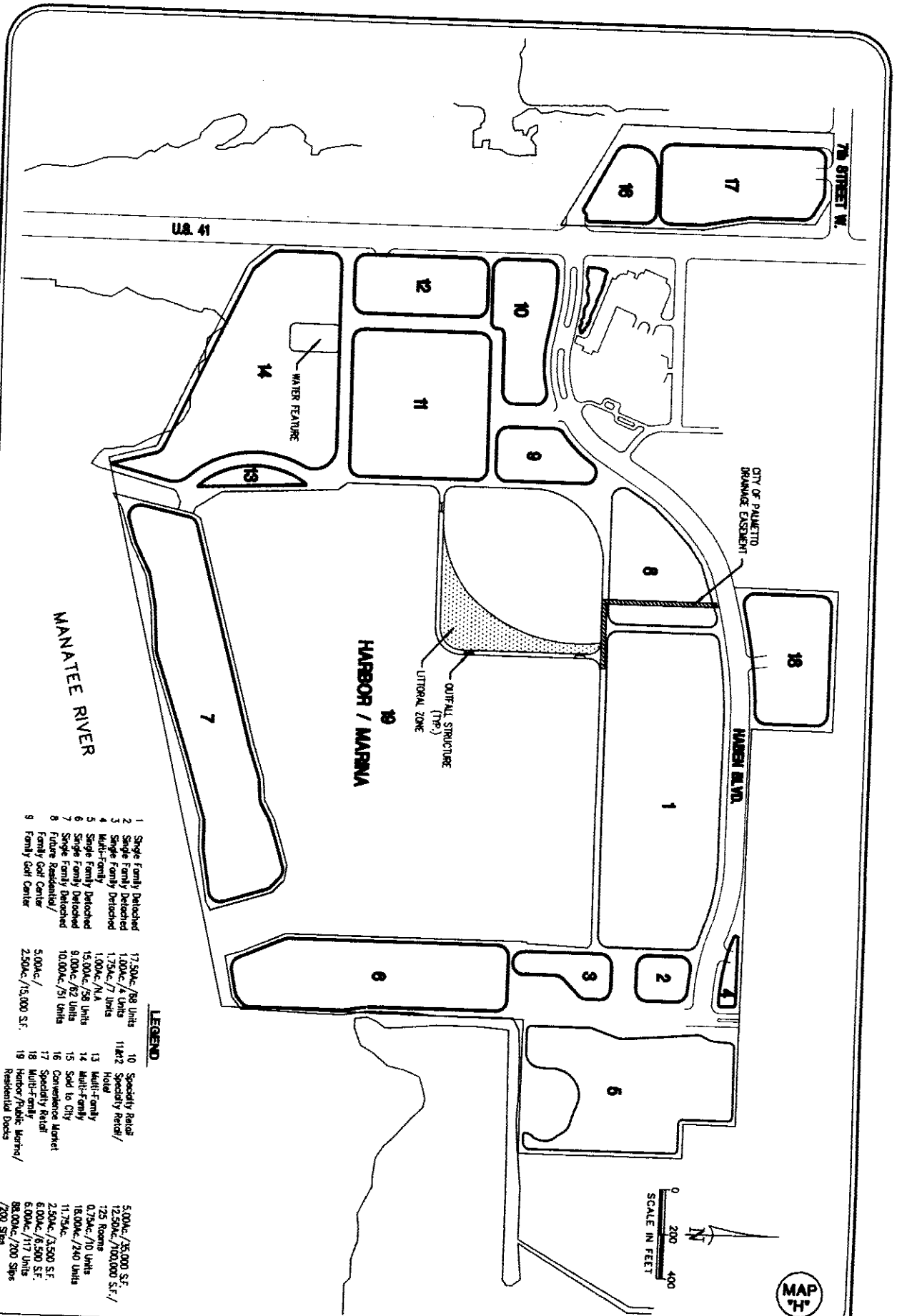
The provisions of these By-Laws shall be construed together with the Covenants and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Covenants or Articles, the provisions of the Covenants or Articles shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Covenants. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and use of the plural shall include the singular and the singular shall include the plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Covenants.

The foregoing was adopted as the By-Laws of the Association at the Organizational Meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**“EXHIBIT D”**  
**PARCEL IDENTIFICATION**

See Attached.

U:\Leslie\riviera master declaration-4threv.wpd\jhg\August 30, 1999 (12:08PM)



**LEGEND**

1	Single Family Detached	17,500Ac./88 Units	10	Specialty Retail	5,000Ac./25,000 S.F.
2	Single Family Detached	1,000Ac./4 Units	11	Specialty Retail	12,500Ac./100,000 S.F.
3	Single Family Detached	1,750Ac./7 Units	12	Multi-Family	0.75Ac./10 Units
4	Multi-Family	1,000Ac./N/A	13	Multi-Family	18,000Ac./740 Units
5	Single Family Detached	15,000Ac./58 Units	14	Sold to City	11,750Ac.
6	Single Family Detached	9,000Ac./32 Units	15	Convenience Market	2,500Ac./3,500 S.F.
7	Future Residential	10,000Ac./51 Units	16	Multi-Family	6,000Ac./8,500 S.F.
8	Family Golf Center	5,000Ac./	17	Multi-Family	88,000Ac./117 Units
9	Family Golf Center	2,500Ac./15,000 S.F.	18	Harbor/Public Marina	88,000Ac./700 Sips
			19	Residential Docks	



**RIVIERA DUNES**  
CITY OF PALMETTO, FLORIDA  
MASTER DEVELOPMENT PLAN

NOV. 15, 1999  
ORD. NO. 662  
EXHIBIT "A"