

PROPOSED AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
RIVIERA DUNES

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 and Index Points

(a) “**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.

(b) 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) for purposes of Assessments and voting rights.

(c) Each Lot or Parcel shall share in the Common Expenses and have voting rights on a proportionate basis determined by its number of Index Points.

(d) The determination of acreage in each Parcel and the number of Lots shall be adjusted as needed to reflect any changes as provided herein, as an administrative matter by the Master Association Board of Directors concurrent with the adoption of the annual budget, effective on the first day of the next calendar year. This shall be an objective determination, with Lots created upon the recording of a condominium or subdivision plat and the remeasurement or elimination of a Parcel also determined based on such creation of Lots and by City approval of a site plan providing for roadways, stormwater systems and common area property within a Parcel which serves more than one (1) Lot or Parcel, and in the creation of a mixed use development, as provided herein. Until so adjusted, the allocations shall be as provided in Exhibits A and B in the Eighth Amendment to this Master Declaration, provided however that after that first adjustment, said Exhibits A and B are hereby repealed.

(e) Index Point changes that occur as a result of changes in land use, in the manner provided herein, shall not require an amendment to this Master Declaration adopted in accordance with Section 16.05 hereof or approvals in accordance with section 720.306(1)(c), Florida Statutes, as such Index Point changes are permitted by the Master Declaration as originally recorded.

A partial developable acre shall be allocated the corresponding percentage of the twenty (20) Index Points (e.g., one-half acre would be allocated ten (10) 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 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 benefits) 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 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 "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."

1.13 "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.

1.14 "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.

1.15 "DEP" means Florida Department of Environmental Protection.

1.16 "Development Documents" mean Declarations of Covenants, Conditions, Restrictions or Easements; Declarations of Condominium; Homeowners' or Property Owners' Declarations; Association Articles and Bylaws; and Deed Restrictions or Covenants affecting the use and occupancy of parts of Riviera Dunes that may be imposed upon parts of Riviera Dunes, 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.

1.17 "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. Development Plan includes the terms of the Governmental Approvals.

1.18 “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.

1.19 “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.

1.20 “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.

1.21 “Harbor Stormwater Retention Area” means a 12 +/- acre portion of the Harbor to located or to be located generally in the northwest corner of the Harbor.

1.22 “Index Point” means the unit of measure for voting and assessment rights and obligations.

1.23 “Lot” means a discrete lot or tract on a recorded subdivision or condominium plat of land designated for residential purposes; a condominium unit or 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.

1.24 “Master Association” means Riviera Dunes Master Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.25 “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.”

1.26 “Member” means every person or entity qualified for membership in the Master Association.

1.27 “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 the Master Association shall be final and binding on all owners.

1.28 “Neighborhood ACC” means the architectural review committee of a Neighborhood Association.

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

1.30 “Neighborhood Documents” means recorded Development Documents affecting only a Neighborhood and administered by a Neighborhood Association.

1.31 “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.

1.32 “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.

1.33 “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.

1.34 “Regular Members” means every person or entity qualified for membership in the Master Association, and this term is used regarding voting to differentiate from Delegate Members.

1.35 “Riviera Dunes” means all of the land now or hereafter subject to this Master Declaration.

1.36 “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.

1.37 “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, the Master Association’s written determination is conclusive and binding on all Owners.

1.38 “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.

1.39 “SWFWMD” means Southwest Florida Water Management District.

ARTICLE 2 **THE PROPERTY**

2.01 Existing Property. The real property subject initially to this Master Declaration is described on **Exhibit A**, attached to the initial Master Declaration recorded in O.R. Book 1616, beginning on Page 4557, in the Public Records of Manatee County, Florida, as amended, hereto and made a part hereof, with the exception that and exclusion of Parcels 15, 16 and 17 as described on Exhibit A have been excluded. However, it is acknowledged that Parcel 15 as depicted in the first page of Exhibit 1 to the Sixth Amendment to the Master Declaration (which consists of a 2.4806 acre parcel also identified as parcel number 2581600639 in the Manatee County Property Appraiser's public record) is not the same Parcel 15 excluded from the Master Declaration and is part of the property governed by the Master Declaration and entitled to the assignment of Assessment Index points as are other Parcels. By virtue of this Eighth Amendment to the Master Declaration, the Parcel identified as Parcel 15 on the first page of Exhibit 1 to the Sixth Amendment is hereby labeled and identified as Parcel 14B.

2.02 Additions to Existing Property. Additional lands may become subject to this Master Declaration in the following manner: Upon approval in writing of the Master Association, pursuant to an affirmative vote of two-thirds (2/3) of all Members, the owner 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.

ARTICLE 3 **MEMBERSHIP IN MASTER ASSOCIATION**

3.01 Membership. Only Owners of Lots and Parcels 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 two (2) categories of membership: Regular Membership and Delegate 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 Bylaws. In the event that a vacant parcel is developed and individual lots or condominium units are created on such parcel, upon issuance of a certificate of occupancy for any such lot or condominium unit on such parcel, the Parcel's Index Points in regard to the number of voting interests assigned to the Parcel shall no longer be computed based upon acreage, but shall thereafter be computed on the basis of one Index Point per lot or condominium unit developed or to be developed on such parcel. At the time of the recording of this provision, the voting rights of lots and condominium units shall be converted to one (1) vote per lot or unit. and the commercial, retail, or vacant parcels shall be based on acreage as set forth on **Exhibit 1** to this document.

(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.

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.

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. Common Property may include Community Service Systems established within Riviera Dunes and designated as such. Common Property shall include the following:

(a) Tangible Personal Property. Certain tangible personal property may be provided to 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.

(c) Recreational Areas/Parks, Open Space. Certain areas within Riviera Dunes may be designated for recreation and/or open space and may include recreational facilities 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. The Association reserves the right to add additional Common Property.

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. The Master Association 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. The Master Association may dedicate to the City all or any part of the drainage lines, structures and facilities which are part of any of the Stormwater Management System. 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 Exhibits A and B to the Eighth Amendment to the Master Declaration as parcels 4, 10A, 15, 16, 17 and 18.** Use of the Harbor is also subject to the other provisions of this Master Declaration, Neighborhood Documents and separate rules and regulations promulgated by 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.**

(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.

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. If the developer of Riviera Dunes has failed to transfer all Common Property to the Master Association, the obligation to do so may be enforced by the Master Association by a suit for specific performance after thirty (30) days written notice to the developer.

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, except that Master Association may not limit use of the access roadways to the commercial sites within the overall project.

(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 (2/3) of the total votes of Regular Members shall be required. 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 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.

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.

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 at least sixty percent (60%) of all voting interests. 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.** In the event that a parcel is developed and individual lots or condominium units are created on such parcel, upon issuance of a certificate of occupancy for any such lot or condominium unit on such parcel, the Parcel's Index Points in regard to share of common expenses shall no longer be computed based upon acreage, but shall thereafter be computed on the basis of one Index Point per lot or condominium unit developed or to be developed on such parcel. At the time of the recording of this provision, the share of common expenses of lots and condominium units shall be one (1) share per lot or unit, and the commercial, retail, or vacant parcels shall be based on acreage as set forth on **Exhibit 1 to this document.**

(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. 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 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 to an Owner. The date of commencement of Assessments shall be subject to **Section 5.15.**

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. 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.

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.

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 720, 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 Monitoring, Permit Reporting/Renewal.

(a) 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.

(b) 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 along Haben Boulevard and U.S. 41, or as have been designated as the responsibility of the Master Association. All other landscaping and irrigation is to be maintained by the contiguous Neighborhood Association. There may be instruments filed among the Public Records of Manatee County, Florida to this effect. 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.

1. The Master Association shall have the authority to assume all obligations for surface water management facilities for the single-family residences that make up the Home of Riviera Dunes community, or any other such facilities within the boundaries of the Master Declaration, and as so agreed by the Master Association.

(e) Any part of commonly-used roadways within Riviera Dunes that were designated by the developer of Riviera Dunes 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 shall be the responsibility of the adjacent Parcel Owner or Neighborhood Association; however, in the event such Owner or Neighborhood Association fails to maintain, repair or replace such docks, 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. The Master Association shall be obligated to trim mangroves within the harbor, maintain the bulkhead, seawall and rip-rap within the harbor, and shall be responsible for the maintenance and dredging of the flushing channel and the access channel, and any dredging within the harbor related to or resulting from the community's surface water management system.

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(1) 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.

7.08 Entryway Signs. The Master Association shall maintain the three (3) master community identification signs at the entrances to the community. Communities or commercial entities having representation on such signs shall bear the costs of maintenance, repair, and replacement of the signs. Alterations to the signs are subject to architectural review and approval of the Master Association, and such approval shall not be unreasonably withheld.

7.09 Walkway. The Master Association shall be obligated to maintain the walkway around the Harbor Stormwater Retention Area, as well as all related landscaping amenities, including the walkway connection to 3rd Street, benches, lighting, garbage cans, and other amenities that may be constructed for enjoyment of members of the Master Association.

7.10 Lighting. The Master Association shall be obligated to maintain the street lighting along all public roadways and community roadways that all members of the Master Association have, at a minimum, a pedestrian right of access to use, including lighting for the signs at the community entryways. It is the intent of this Section for the individual Neighborhood Associations to maintain lighting in areas reserved for the exclusive use of members of the particular Neighborhood, such as parking or recreation areas that are not available for use by all members of the Master Association.

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 the Master Association. Likewise, Development Documents may, with the written consent of the Master Association, 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. The Master Association may from time to time provide events within the Harbor and shall have the right to promulgate from time-to-time rules and regulations for the use of the Harbor. 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. The Master Association 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 o previously accepted by 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).

The rights in and to a boat slip, once allocated by a Supplemental Declaration shall run with the Lot. An Owner's interest in a boat slip shall be represented by a License Agreement granting perpetual rights to use the Boat Slip, in a form that may be recorded in the public records. Such License Agreement evidences an Owner's interest in a boat slip and such Owner's exclusive right to use the Harbor and Boat Slip area on such dock. The Master Association shall have the authority to promulgate reasonable rules and regulations regarding use and maintenance of the boat slips and docks. in the event that an owner violates the Master Association's restrictions, rules, or regulations regarding use and/or maintenance of the boat slip and/or dock associated with the owner's lot, the Master Association shall have the right to impose fines and/or suspend use of the slip for a reasonable amount of time in order to compel compliance, in addition to all other legal remedies, to the fullest extent permitted by law. Once a boat slip License Agreement is associated with a particular Lot or Owner, the Master Association shall not have the authority to revoke the owner's boat slip License Agreement without the express approval of the affected owner. An owner's right to use and transfer any boat slip in the community shall be governed by the relevant Neighborhood Documents provided that such use or transfer does not conflict with

the Master Declaration.

(a) **Definitions.** The following definitions shall apply to this Section:

1. **Multi-Slip Dock** shall mean a multi-slip boat dock, constructed by Developer that is not constructed as a Private Dock, and assigned for owner use in accordance with the Neighborhood Documents.
2. **Private Dock** shall mean a single slip dock, for one vessel only, that is specifically associated with an adjoining Harbor front Lot. The slip associated with a Private Dock shall only be a Private Slip and which runs with the Harbor front Lot to which the Private Dock is attached. Notwithstanding the foregoing, in the event that more than one (1) dock and/or slip was previously assigned to a particular Lot or Lots for any reason, the limitation of one (1) vessel per dock shall not apply, and the Lot shall be exempt from this limitation and permitted to maintain one (1) vessel per boat slip License Agreement granted to such Lot.
3. **Private Slip** shall mean a boat slip for a single vessel reserved specifically for a particular Lot Owner. A Private Slip may be located on a Multi-Slip Dock or on a Private Dock.

(b) **Construction.** All docks must be constructed in conformance with design criteria therefor as established by the Developer and/or the Master Association. All docks must be constructed by the builder approved by the Developer and/or the Master Association who shall be a Class A certified general contractor. In addition to the design criteria established by the Developer or the Master Association, no Private Dock shall permit piling from the bulkhead cap to the riprap line and no construction may penetrate or alter the membrane beneath the riprap material. Each Private Dock must be constructed from the center line of the Harborfront Lot on which it is located. The platform of the dock shall be either 30 feet in length or 40 feet in length and shall be 10 feet in depth. A Private Dock adjacent to a conservation area may be allowed to be offset with specific Architectural Control Committee approval. No Private Dock may extend more than 90 feet from the bulkhead line without the specific approval of the Architectural Control Committee, which approval may be withheld for any or no reason. No boat in excess of 62 feet may be kept at a Private Dock without the specific approval of the Architectural Control Committee. Any davits must be specifically approved by the Architectural Control Committee. No structures, either temporary or permanent may be added to a Private Dock, except for furniture items or fish cleaning tables, any of which must be specifically approved by the Architectural Control Committee. Boat Houses and Gazebos are prohibited.

(c) **Transfer of Boat Slip Rights.** In the event that an Owner sells or leases his Lot, such Owner's right of use and interest in any boat slip in a Multi-Slip Dock shall be transferred to the purchaser or lessee of the Owner's Lot. However, the right of use and interest of any lessee shall terminate automatically and simultaneously with termination of the lease agreement, and remain with the Owner only.

With prior approval by the Master Association, which approval shall not unreasonably be withheld, any Owner of a Private Slip in a Multi-Slip Dock may transfer the right to use his Private Slip to any other Owner of a Lot provided such transfer complies with the

provisions of the governing documents of the particular Neighborhood Association.

Private Slips associated with Private Docks shall run with the Lot on which the Private Dock is constructed. *No Private Slip on a Private Dock may be transferred to any person that is not the Owner of the Lot on which the Private Dock is constructed.*

The transfer of any Private Slip shall be evidenced by a License Agreement in a form approved by the Developer or Master Association, a copy of which must be delivered to the Master Association for its records.

(d) Maintenance and Security. Private Docks shall be maintained, repaired and replaced by the Harbor front Lot Owner to which the Private Slip has been allocated. Multi-Slip Docks shall be maintained, repaired and replaced by the corresponding Neighborhood Association in the manner provided by the Neighborhood Association documents. Owners of all boat slips within the harbor shall ensure their boats or other vessels, including boats and other vessels of any invitees, tenants, guests, or occupants, shall be moored and maintained in a safe manner as to prevent damage to the dock structures, harbor, or water quality within the harbor. All boats and other vessels shall be maintained in good working order and in a seaworthy condition. In the event of inclement weather, all owners are responsible for ensuring such boats and other vessels are moored properly or otherwise removed from the harbor if necessary to prevent damage to the harbor and/or the dock structures. The owner is responsible for all damages to the dock structure and harbor attributable to their failure to comply with this provision.

(e) Enforcement. If an Owner fails to comply with any of the provision of this Section, or if their boat or other vessel (or boat or other vessel of their invitees, tenants, guests or occupants) causes damage to the harbor or dock structures, then the Master Association may perform such acts as are the responsibility of the Owner and all Costs incurred by the Master Association shall be treated as a Special Assessment (if performed by the Master Association). The Master Association shall have the authority to access the boat or other vessel to secure and/or remove any violating boat or other vessel from the harbor and store it at another location when necessary to protect the harbor and the dock structures, and such access or removal shall not be deemed a trespass. The costs recoverable by the Master Association shall include, but not be limited to, all costs associated with the maintenance, repair, or replacement of the dock structure, towing or salvage of any boat or other vessel causing or potentially causing unsafe conditions within the harbor or damage to the harbor's water quality, removal of any pollutants released within the harbor and restoration of the harbor's water quality, storage costs, attorney's fees and costs, interest, and any other reasonable costs incurred by the Association in compelling or causing compliance as a result of an owner's violation of this provision.

(f) Dock Insurance. Each Neighborhood Association, currently Homes of Riviera Dunes Homeowners' Association, Inc., Laguna Riviera Condominium Association, Inc., and Riviera Dunes Marina Condominium Association, Inc., that oversees the multi-slip dock structures as well as each harbor front home owner that owns his/her private dock shall maintain general liability insurance coverage on such docks. The minimum amount of general liability insurance required will be reasonably set by the Master Association.

(g) Right to Use. The right to use a particular boat slip goes with ownership of a

Lot.

(h) Boat Registration for Benefit of Master Association and Neighborhood Associations.

Each owner of a boat slip license within the Homes of Riviera Dunes Homeowners' Association, Inc.'s and the Laguna Riviera Condominium Association, Inc.'s sections of the Harbor shall be required to provide the Master Association with the following for any vessel moored in that slip:

1. Contact information for the slip licensee and the vessel owner if not the slip licensee to include addresses, phone numbers, e-mail addresses and other items as determined by the Master Association.
2. Vessel information including make, length, name, fuel type, fuel tankage capacity, vessel registration number, vessel registration expiration date and other items as determined by the Master Association.
3. Evidence of general liability insurance on that vessel in a minimum amount reasonably set by the Master Association. Further, such evidence of general liability vessel insurance shall indicate that both the *Master Association and applicable Neighborhood Homeowners' Association are named as additional insureds*. This requirement for evidence of general liability vessel insurance shall apply to vessels moored in the Harbor for more than seven (7) days and the evidence of insurance must be received by the Master Association within thirty (30) days of first mooring the vessel in the Harbor.
4. The Master Association has the right to require the slip licensee and vessel owner to enter into a "Vessel Rescue and Recovery Agreement" with terms and conditions as set forth by the Master Association.
5. Thirty (30) days after mailing to slip licensee a notice of non-compliance of any provision of this Section 9.03(h) the Master Association may impose fines as well as suspend the right of use of the slip thereby necessitating the removal of the vessel from the Harbor, as long as such fining or suspension is done in accordance with the pertinent provisions of Chapter 720 of the Florida Statutes, as amended from time to time. The Master Association may levy fines of up to one hundred dollars (\$100.00) per violation against any member for failure of the member or member's guest, invitee, or tenant to comply with Section 9.03(h). A fine may be levied for each day of a continuing violation up to the total sum of ten thousand dollars (\$10,000.00).

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. The Master

Association reserves 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 9-A **MARINA PARCEL REGULATIONS AND COVENANTS**

9-A.01 Description of the Marina Parcel. The Marina Parcel shall hereafter consist of all that real property identified and legally described in **Exhibit “A”** to the Second Amendment and **Exhibit “B”** to the Fifth Amendment, each of which is incorporated herein by this reference. The Marina Parcel, as expanded by the Fifth Amendment, shall thereafter be considered a “Parcel” as such term is defined at Article 1.34 of the Master Declaration, and shall thus be separate and distinct from the Harbor, shall not be considered a part of the Exclusive Common Area known as the Harbor, and shall not be included within any definition or other description of the Harbor or bound by any covenants, restrictions, regulations pertaining to the Exclusive Common Area and/or the Harbor except as same may affect a Parcel or unless otherwise specifically set forth elsewhere in the Declaration.

Based upon the foregoing, the following Marina Parcels are allocated the following Index Points for determination of voting and assessment obligations, to wit:

- (a) The Marina parcel identified as parcel number 2581600639 in the Manatee County Property Appraiser’s records, shall be deemed to have 2.3670 acres with twenty (20) Index Points allocated per acre, for a total of forty-seven (47) Index Points.
- (b) The Marina parcel identified as parcel number 2581600509 in the Manatee County Property Appraiser’s records. shall be deemed to have 2.0 acres with twenty (20) Index Points allocated per acre, for a total of forty (40) Index Points.
- (c) The Marina parcels identified as parcel numbers 2581608959, 2581618309, and 2581614909 in the Manatee County Property Appraiser’s records, contain a total of two hundred nineteen (219) taxable boat slip condominium units with one (1) Index Point allocated per boat slip unit, for a total of two hundred nineteen (219) Index Points.

9-A.02 General Use. The Harbor is an amenity of Riviera Dunes and the development of the Marina Parcel as a commercial marina, with its associated docks and boat slips, is a component of the overall development and viability of the Harbor and Riviera Dunes. The provisions set forth in this Article 9-A have special application as to the Harbor and as to the Marina Parcel and are established to ensure the separation of the Marina Parcel from the Harbor and to further ensure the continued operation of the Marina as a successful commercial venture.

Notwithstanding any provision to the contrary contained herein, all use of the Marina Parcel 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, as same may be amended or modified from time to time, and the Florida Clean Marina Program. All Marina Parcel 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.

9-A.03 Operation of Marina Parcel as a Private Commercial Business/Exceptions.

The Marina Parcel, including its associated docks shall be a private commercial business and shall be allowed to operate in conformance with the laws of the state of Florida, the City of Palmetto and applicable permits, without interference from the Master Association or the Property Owners in Riviera Dunes, except as to requirements relative to architectural approval and sharing of common expenses as specifically set forth in this Article 9-A, and as established by the Master Declaration.

9-A.04 Harbor Rules and Regulations Affecting Marina Parcel.

(a) Notwithstanding any provision to the contrary contained in the Master Declaration, the ability of the Master Association to enact rules and regulations relative to the use of the Harbor is not intended as including any right(s) to control an otherwise legal business within the Marina Parcel. The ability of the Master Association to enact rules and regulations relative to the use of the Harbor does not extend to authorize the Master Association to enact rules and regulations relative to the use of any portion of the Marina Parcel; however, the Owner of the Marina Parcel shall ensure that its guests, owners, invitees, employees, designees and all other persons enjoying the use of the Marina Parcel are aware of the rules and regulations enacted by the Master Association that govern the Harbor, and the Owner of the Marina Parcel shall make reasonable efforts to ensure that all such persons abide by such rules and regulations pertaining to the Harbor at any time such persons are within the Harbor.

(b) In accordance with Section 9-A.04(a) above, the Owner of the Marina Parcel must give its prior express written consent and approval of any rules and/or regulations and any amendment(s) to the Master Declaration, which serve to limit or impair any current or future legal use of the Marina Parcel, such consent and approval shall be in the discretion of the Owner of the Marina Parcel and may be withheld for any reason. The Master Association shall not have the right, power or privilege to unilaterally establish any rules and/or regulations, or effect any amendment(s) to the Master Declaration, which serve to limit or impair any current or future legal use of the Marina Parcel as a commercial marina. By way of example, and not by way of limitation, any rule, regulation, and/or amendment pertaining to the items listed below shall require the prior express written consent and approval of the Owner of the Marina Parcel:

1. Rentals of Boat slips in the docks of the Marina.
2. Sale of boat slips as a dock condominium.
3. Length, style or type of boat that may be berthed in the Marina.
4. Type or size of power (e.g. cannot prohibit power boats).
5. Hours of operation.
6. Retail sales, including but not limited to the sale of clothing, food, drink, liquor, equipment, supplies and fishing tackle.
7. Charter fishing guides, including the right to clean fish at the Marina Docks.
8. Dinner/lunch cruises.
9. Sales of gasoline or diesel.
10. Operation of sewage pump out station.
11. Supply of water, electricity and other utilities to the boat slips.
12. Design of the Marina docks.

13. Lighting of the Marina docks.

9-A.05 Limitation of Rights of the Master Association to Enact Rules, Regulations and Amendments with Respect to Boats and Docks.

(a) The Marina Parcel and the Residential Neighborhoods are integral and vital components of Riviera Dunes. In addition to the preceding restrictions and in order to assure the continued use of the Harbor by the residents within Riviera Dunes, no rules or regulations or amendments to the Master Association may be made unilaterally by the Master Association that impair or otherwise limit the following, without the express written approval of the Homes of Riviera Dunes Homeowners' Association, Inc.:

1. The type or size of boats that maybe kept at the homeowner's docks, except as specifically set forth herein.
2. Changes to the size and type of dock that may be constructed in conjunction with a lot or a Neighborhood Marina.

(b) Further, to protect all Owners in Riviera Dunes, no rule or regulation may be passed by the Master Association relative to the following, without the express written approval of both the Owner of the Marina Parcel and the Homes of Riviera Dunes Homeowners' Association, Inc.:

1. Allowing speeds within the harbor or channel in excess of idle speed.
2. Impairment of the channel into or within the Harbor, including the gating of same.

**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. “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,

(c) **“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.

10.03 Persons Subject to Architectural Review. Unless review and approval is delegated pursuant to Section 10.14, all Owners, 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 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 the Master Association and the ACC reviewing and approving any proposed Work. Neither the ACC nor the Master Association evaluates applications or proposals to determine whether same satisfy any applicable governmental requirements. Neither 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. Neighborhood Associations are responsible for architectural review in accordance with their Neighborhood Documents and separate Standards that have been reviewed and approved by the ACC or were previously reviewed and approved by the developer of Riviera Dunes.

Notwithstanding the foregoing, the ACC 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 ASSOCIATIONS**

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 Associations.

11.01 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 such requirements were previously waived. 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 Bylaws. All Development Documents shall implement the provisions of this Master Declaration wherein it is provided that Development Documents shall contain specific provisions.

11.02 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.

11.03 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.

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 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 the Master Association, 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 the Master Association 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 previously granted by the developer of Riviera Dunes and as granted by the Master Association, 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 and the providers of such other services as the Master Association may from time to time designate.

12.05 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 Master Association 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 Master Association, through its Board, as their proper and legal attorneys-in-fact for such 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. Notwithstanding the foregoing, because the easements relative to Parcel 10A (according to the General Development Plan approved pursuant to City of Palmetto Resolution #00-29) have already been determined, the Board shall not be permitted to grant easements as attorney-in-fact for any owners or associations over such Parcel

10A without the joinder of any owner or owners thereof.

12.06 Right to Require Additional Easements. The ACC 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, 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 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, and pylon signage along US 301/41 and Haben Boulevard, 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 subcontractors, 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 attorney's 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. To the extent that any part of Riviera Dunes has been made subject to Development Documents, such land shall be subject both to those documents and this Master Declaration.

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 affect 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. 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 to permit the withdrawal and use of such water by any Owner or association, and the Board 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 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.

15.15 Restrictions on Sale of Motor Fuels. No Parcel or Lot within Riviera Dunes may be used for the sale of motor fuels, including the sale of gasoline or diesel for motor vehicles, except for Parcel 10A (according to the General Development Plan approved pursuant to City of Palmetto Resolution #00-29), and except for the sale of motor fuels for vessels at the commercial marina site on the Harbor. This Section 15.15 shall not be amended or deleted without the joinder of the owner of Parcel 10A.

15.16 Building Setback. No building shall be erected closer to the right of way for US 41/301 than 75 feet within that area extending 200 feet south of Parcel 10A (according to the General Development Plan approved pursuant to City of Palmetto Resolution #00-29). Such restrictions shall not prevent the installation of parking, landscaping, drainage, signage, or any other improvements not a building. This Section 15.16 shall not be amended or deleted without the joinder of the owner of Parcel 10A.

15.17 Parcel Responsibility. The Owner of each Parcel or Lot (sometimes referred to herein as "Indemnitor") shall indemnify and hold harmless any other property owner with Riviera Dunes, including the Master Association and its heirs, assigns, and successors in interest (collectively "Indemnitee") from any claims, liabilities, loss, damages, and expenses that

Indemnitee may incur by reason of or in any way relating to the use and operation of any activity on Indemnitor's Parcel or Lot and in defending or prosecuting any suit, action, or proceeding brought in connection therewith, including without limitation, reasonable attorney's fees and paralegal fees.

15.18 Restriction on Commercial Marina Operation. With the sole exception of the Marina Parel, no Parcel, Lot or Neighborhood Marina or any portion of the Harbor may be used as a Commercial Marina.

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 affect 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. 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 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.

16.08 Obligation to Accept Deed. The Master Association may accept deeds from the developer of Riviera Dunes or others upon the direction of said developer conveying any property within Riviera Dunes.