

RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER VISTA

This document is the restated Declaration of Covenants and Restrictions for River Vista which sets forth the Amended and Restated Declaration of Covenants and Restrictions for River Vista, recorded in the Public Records of St. Lucie County, Florida on February 24, 2005 at Official Records Book 2170, Page 2168 et. seq. and the amendments thereto recorded at Official Records Book 2513, Page 1320, et. seq., Official Records Book 3068, Page 325, Official Records Book 3632, Page 1543, et. seq., Official Records Book 3991, Page 1230, et. seq., Official Records Book 4134, Page 1388, et. seq. and Official Records Book 4393, Page 1025, et. seq.

The purpose of this Amended and Restated Declaration of Covenants and Restrictions for River Vista (hereinafter "Declaration") is to continue the purposes of the Declaration of Covenants and Restrictions as originally recorded in the Public Records of St. Lucie County, Florida at Official Records Book 0721, Page 0067, et. seq., and amended at OR Book 0732, Page 1941, et. seq., and OR Book 1212, Page 2629, et. seq.

All provisions of this Amended and Restated Declaration of Covenants and Restrictions and all exhibits hereto shall be construed to be covenants running with the land.

WITNESSETH:

WHEREAS, that real property located in St. Lucie County, Florida, and legally described in Exhibits "A" and "B", attached hereto and made a part hereof (hereinafter the "Property") is commonly known as "River Vista"; and

WHEREAS, it is the intent of this Declaration to continue a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, in order to provide for the preservation and enhancement of property values and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, the Property continues to be subject to the covenants, restrictions, easements, reservations, and other provisions hereinafter set forth; and

WHEREAS, for the efficient preservation of the values and amenities in said community, an agency has been created which is delegated and assigned the powers of maintaining, operating and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, RIVER VISTA HOMEOWNERS ASSOCIATION, INC., was incorporated for the purpose of exercising the functions of aforesaid; and

WHEREAS, RIVER VISTA HOMEOWNERS ASSOCIATION, INC. is not a condominium association nor subject to the provisions of Florida Statutes Chapter 718;

NOW THEREFORE, the Property, and such additions thereto as may be made pursuant to the provisions hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions for River Vista.

ARTICLE 1 **DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

1.1 “Architectural Review Board” or “A.R.B.” shall mean and refer to the permanent committee for the River Vista Homeowners Association, Inc. created for the purpose of establishing and enforcing criteria for the construction of improvements within the property.

1.2 “Association” shall mean and refer to River Vista Homeowners Association, Inc.

1.3 “Common Properties” shall mean and refer to those areas of land shown on any recorded subdivision plat of the property, as more fully described in Article II, Section 2.2 hereof and on Exhibits “A & B” attached hereto.

1.4 “Declarant” shall mean and refer to Strathmore at St. Lucie, Inc., a New York Corporation qualified to do business in the State of Florida, its affiliates, successors and assigns.

1.5 “Declaration” shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.

1.6 “Improvements” shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscaping device or object.

1.7 “Member” shall mean and refer to all those owners who are members of the Association as provided in Article 3, Paragraph 3.1 hereof.

1.8 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, excluding however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.9 “Property” shall mean and refer to that real property legally described in Exhibits “A” and “B”, attached hereto and incorporated herein by reference and such additional property as may be submitted to this Declaration from time to time.

1.10 “Single Family Lot” or “Lots” shall mean and refer to any lot located within the area of River Vista designated on Exhibits “A” and “B” together with the Single Family Residence, if any, constructed on such Lot.

1.11 “Single Family Residence” shall mean and refer to a single family dwelling constructed or to be constructed on a Single Family Lot.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

2.1 Property. The Property described on Exhibits “A” and “B” hereof shall be subject to this Declaration upon the recordation hereof in the Public Records of St. Lucie County, Florida.

2.2 Common Properties. All streets, rights-of-way, drainage easements and the surface water management system as shown on the CERTIFICATE OF OWNERSHIP AND DEDICATION of the Replat of River Vista and River Vista Plat as described in Exhibits “A & B” hereof, which property shall be for the perpetual use of the Members for proper purposes and for which the Association shall have the perpetual maintenance obligation.

2.3 Additions to Existing Property. Additional land may become subject to this Declaration upon the written approval of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, and upon the filing and recording of an amendment to or supplement to this Declaration of Covenants and Restrictions. Should such amendment affect the surface management system, however, such amendment shall require prior approval of the South Florida Water Management District.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any single family lot which is subject by these covenants of record to assessment by the Association shall be a member of the Association, which membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred or conveyed by operation of law. Membership shall be appurtenant to and may not be separated from ownership of a single family lot which is subject to this Declaration. No person or entity who holds a fee or undivided fee interest merely as security for the performance of an obligation shall be a member of the Association.

3.2 Voting Rights. Each Owner of a Single Family Lot shall be entitled to one (1) vote for each Single Family Lot in which they hold the interest required for membership by Paragraph 3.1 of this Article.

3.3 Quorum. Except as otherwise provided herein, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action governed by the Articles of Incorporation or the Bylaws of the Association.

ARTICLE 4 **COVENANT FOR ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Declarant, for each single family lot owned by it within the properties, hereby covenants, and each owner of any single family lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments, and (3) Individual Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments, together with such interest thereon and cost of collection therefore as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement, operation and maintenance of the surface management systems, roads, services and facilities, devoted to this purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance on the Common Properties, and operation, maintenance, and repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof as well as for any other purpose as determined necessary by the Association by vote duly taken by its Board of Directors.

4.3 Date of Commencement of Annual Assessments. The Association shall annually estimate the expenses it expects to incur in the period time involved therein and may assess its members sufficient monies to meet this estimate. Should the Association through its Directors, at any time determine that the assessments made are not sufficient to pay the expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional general assessments to meet such needs. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each single family lot, so that each lot that is subject to this Declaration shall be assessed equally. Annual assessments shall be collectible in advance and shall be due on January 1 of each year. Any delinquent annual assessments shall bear

interest at the maximum rate of interest allowed by law from the date when due until paid.

4.4 Special Assessments. The Board of Directors may levy a special assessment for any of the following purposes: (1) The acquisition of property; (2) defraying the cost of operation and maintenance of the Common Property specifically the surface water management system and roads within the subdivision, construction of Capital improvements to the Common Property; (3) the cost of construction, reconstruction, unexpected substantial repair or replacement of a Capital Improvement, including the necessary fixtures and personal property related thereto. Any such special assessment other than that related to a requirement imposed by a governmental regulatory body, shall require the approval of the Membership of the Association, to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than two-thirds (2/3) of the members present in person or by proxy. All special assessments shall be at a uniform rate for each single family lot so that each lot that is subject to a special assessment shall be assessed equally. Special assessments shall be collectible in such manner as the Board of Directors shall determine. Any delinquent special assessments shall bear interest at the maximum rate allowed by law from date when due until paid.

4.4A Individual Assessments. The Association, through its Board of Directors, shall have the power and authority to levy and collect an individual assessment against an owner for the cost of repairs or replacements within or without his property, for which the owner is responsible, but which the owner has failed or refused to perform, and which failure or refusal has endangered or impaired the use or value of other properties within the property. The Association is hereby granted the right of entry onto each parcel to perform repairs or replacements of this nature including the right to abate or eliminate any nuisance. Individual assessments shall be collectible in such manner as the Board of Directors shall determine.

4.5 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon, late fees and any costs of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns as evidenced by a Claim of Lien which shall be recorded against the property. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the Statutory Period provided by law. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the Statutory Rate of interest provided by law. Additionally, the Association may charge a reasonable late fee as determined by the Board of Directors. The Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with costs of the action.

4.6 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the property subject to assessments: provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a Decree of Foreclosure. Such sale or transfer shall not relieve such property from liability from any assessments thereafter becoming due, nor from the lien from any such subsequent assessments, which again shall be subordinate to the lien of a new first mortgage placed upon the property or properties.

4.7 Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein; (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties as defined in Article 2, Paragraph 2.2 hereof.

4.8 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement of the assessments provided for in this Article and the amount of the assessment against each single family lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

ARTICLE 5 **EASEMENTS**

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property, as well as through any easement grants recorded among the public records of St. Lucie County whether recorded before or after the recording of this Declaration, for present and future utility services to River Vista, including, but not limited to, water lines, sanitary pipes, electrical wires, TV wires, telephone cables, irrigation lines, security wires and street lights. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed by the Declarant. The Association, its successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted

access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the South Florida Water Management District, and/or other entities, as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod), which may interfere with the installation and maintenance or which may obstruct or retard the flow of water through drainage channels, shall be placed or permitted to remain, unless such structure, planting or other material was installed by Declarant. The Association, its successors and assigns (or such other entity as is indicated on the plats of the Property) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall be responsible for the operation and maintenance of the surface water management system as well as the roads within the subdivision and shall have the right to contract for the maintenance of the Surface Water Management System with an established water management or water control district.

5.1.3 The Association shall have the right, upon vote of its Board of Directors to grant such additional easements or to relocate existing easements on any portion of the Common Properties, as the Association shall deem necessary or desirable for the proper operation and maintenance of River Vista, or any portion thereof, or for the general health and welfare of the Owners, provided such additional easements or relocation of existing easements will not prevent or unreasonably interfere with the use or enjoyment of the Property, that the Property and the Improvements constructed thereon will not be structurally weakened thereby, and provided further that Association obtain the prior approval of the South Florida Water Management District should any action taken under the terms of this Paragraph affect the surface water management system, including the water management portion of the common areas.

ARTICLE 6 **ARCHITECTURAL AND LANDSCAPE CONTROLS**

6.1 Architectural Review Board. It is the intent of this Declaration to create a general plan and uniform scheme of development of the property and to create within the property a residential community of high quality and harmonious improvements. Accordingly, the Architectural Review Board (the "A.R.B.") shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements including fences and any other structures or improvements which may be placed on the Property. Plans for any and all architectural or landscaping improvements or new construction must be submitted to the "A.R.B." in writing at least forty five (45) days prior to the date of the commencement of construction for approval or disapproval, and must include a mailing address for the applicant, where the Association can send its approval or disapproval of such plans. The "A.R.B." shall issue its approval or disapproval within fifteen (15) days of receiving complete plans (whether plans are "complete" is a determination to be made solely by the "A.R.B."). In the event a member of the "A.R.B." is not able to attend an "A.R.B." meeting, any board member may substitute for any absent "A.R.B." member as appointed by the President or a majority of those Directors present at a duly called meeting of the Board.

ARTICLE 7
ARCHITECTURAL AND USE RESTRICTIONS

7.1 Restrictions on Use of Single Family Lots. The following restrictions shall apply to Single Family Lots.

7.1.1 Floor Area. Each Single Family Residence constructed on Lots 6 through 18, of Block 6 and on Lots 4, 5, 6 and 8 of Block 7 of the Replat of River Vista shall have a minimum floor area of 2,000 square feet. On all remaining Lots in River Vista, each Single Family Residence shall have a minimum floor area of 1,750 square feet. A two (2) story Single Family Residence shall have a distribution of minimum square footage as set forth hereinabove among the two (2) stories. The calculation of square footage shall not include: garages, covered walks, open and/or screened porches, patios and pool areas. Square footage measurements shall be taken from exterior walls of Single Family Residences.

7.1.2 Building Height. No Single Family Residence shall be more than two (2) stories, nor more than thirty-five (35) feet in height, as measured from the average crown of the road fronting the subject Lot. Chimney heights may exceed the limitation.

7.1.3 Garages. Each Single Family Residence shall have sufficient garage space for a minimum of two automobiles. ALL RESIDENTS ARE REQUESTED TO USE THEIR GARAGES FOR THEIR AUTOMOBILES. No carports will be permitted.

7.1.4 Clearing and Removal of Trees. In clearing and removal of trees Owner shall take into account the natural vegetation, such as trees and shrubs, and shall attempt to incorporate them in his landscaping plan.

7.1.5 Accessory Buildings. No accessory buildings of any kind will be permitted on any Lot, except cabanas which will be permitted within the prescribed set backs. Guest houses, apartments, suites of rooms with separate entrances and similar structures are prohibited.

7.1.6 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, basements, tents, shacks, sheds, garages, barns or other temporary or other outbuildings shall be erected, kept or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a building site.

7.1.7 Maintenance of Lots. All Lots, including cleared, uncleared and Lots with a Single Family Residence constructed thereon, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Except as provided below, all Lots must be mowed regularly so that the grass shall not exceed six inches (6") in height. Additionally, the grass on the road right of way adjacent to the Lot shall be mowed by the Lot owner up to the edge of the pavement. Owners of uncleared Lots (Lots in which the trees have not been removed) shall remove any overhanging brush and shall mow the grass on the

road right of way adjacent to the Lot and the drainage swale regularly so that the grass shall not exceed six inches (6") in height from a distance of twenty feet (20') from the edge of the roadway. If any Lot or Single Family Residence is not maintained in accordance with the standards maintained in River Vista, the Association shall have the authority, but not the responsibility to enter upon such Lot (and such entry shall not be considered a trespass), and perform such maintenance and to levy an individual assessment against the owner of the Lot for the cost thereof, pursuant to Section 4.4A of the Declaration.

7.1.8 Subdivision of Lots. No Lot shall be re-subdivided to form a lot smaller than a Lot as described herein; provided, however, that the Owner of more than one (1) contiguous Lot may use such Lots as a site for a Single Family Residence.

7.1.9 Utilities. The central water and sewage system provided for service of the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his Lot and shall pay all connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection.

7.1.10 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot.

7.1.11 Boats, Trailers and Motor Vehicles. All residents are encouraged to place all vehicles inside their garage. Unless prior written approval is obtained from the Board of Directors, no vehicle shall be parked overnight on the Common Properties. No boats, boat trailers, house trailers, utility trailers, motor homes, trucks, camping trailers, cargo vans, motorcycles, motor scooters, go-carts, motorbikes, or other similar vehicles, whether water or land, of a recreational nature, shall be parked or stored upon a driveway, curbside or upon any Lot, unless parked totally within an enclosed garage, with the following exceptions:

A. Only registered, operational two-axle passenger automobiles, SUVs, vans and pick-up trucks, utilized for personal use only are allowed in the owner's driveway. For purposes of this provision, any vehicle with advertisement, pipe or ladder racks, utility body, or anything extending from the bed of a pick-up truck, will not be considered for personal use only.

B. Boats up to 22 feet in length may be kept within a six (6) foot high enclosed fence surrounded by a landscape buffer of at least five (5) feet in height, which is approved in advance by the "A.R.B.". In the alternative, such boats may be screened by landscaping which is approved in advance by the "A.R.B.".

C. Motor homes and self-contained recreational vehicles may be parked upon a lot for a period not to exceed one week upon the following conditions:

(i) Prior approval and a permit from the chairman of the A.R.B. and one member of the Board of Directors of the Association. The permit must be displayed in the windshield and must indicate the permitted dates.

(ii) Consideration will be given to the appearance of a unit and the owner may be required to provide a picture of the unit prior to approval.

(iv) The unit may be occupied.

No maintenance or repair shall be done upon any motor vehicle, including a four-wheel passenger automobile, except when within a garage or other suitable building which results in such vehicle being totally screened from public view.

Notwithstanding the above, vehicles of repairmen, deliverymen, moving vans, cargo vans, vehicles of temporary guests or vehicles owned or leased by members of the Owner's family may be parked at curbside, and a boat up to twenty-two (22) feet may be kept in an Owner's driveway for a maximum of twenty-four (24) hours in any seventy-two (72) hour period.

7.1.12 Roofs. Only the following roof styles and material shall be permitted: cement tile, barrel tile, Bahama style tile, architectural shingles, aluminum/galvalum key west style metal roofs or fiber glass or fiber crete shingles with a minimum of a 5/12 roof pitch.

7.1.13 Other Prohibitions. There shall not be placed or maintained upon any lot any business whatsoever; or any livestock or fowls; nor shall any nuisance be permitted on any lots; nor shall any laundry or clothing be placed out to dry or sun except within an enclosure affording effective concealment. PODS or other long term storage containers are prohibited, unless approved by the A.R.B.

7.1.14 Pets. Owners, tenants, guests and other occupants of a residence in River Vista shall have all household pets limited to dogs, cats, tropical fish, birds, hamsters and other small domestic animals maintained within the boundaries of the residence. Dogs and cats must be on physical restraint, on a leash of not more than ten (10) feet, at all times when such pet is anywhere within River Vista other than the Owner's property. Dogs and cats shall not be walked on any other Owner's property. Additionally, any time household pets are walked upon the common areas, any waste or defecation produced by such pets shall be promptly removed and disposed of by the owner, tenant or guest walking such pet. Household pets, which are restrained upon an occupants property, by chain or leash, must be done so out of public view.

7.1.15 Garbage Containers and Recycling Bins. All garbage containers and recycling bins must be out of sight when not at curbside for pickup.

7.2 Leasing.

7.2.1 Single Family Residences may be rented, provided the occupancy is only by the lessee and his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated. All leases shall be for a term of not less than seven (7) days in duration.

7.2.2 Rented Single Family Residences may only be occupied by up to two (2) persons per bedroom. For purposes of this provision, a Single Family Residence shall be deemed to have the number of bedrooms listed on the Property Card with the St. Lucie County Property Appraiser.

ARTICLE 8
GENERAL PROVISIONS

8.1.1 Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by recording among the Public Records of St. Lucie County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of record of a majority of the Lots in the hereinabove described property have approved such amendments. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Lot, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Lot, which consent shall be executed with the formalities required for deeds and recorded with the amendment. No amendment or change to this Declaration or to the Exhibits hereto shall be effective to affect the surface water management system, including the water management portions of the Common Properties, without first obtaining the prior approval of the South Florida Water Management District for said amendment.

8.1.2 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

8.2 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for an initial term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Owners then existing has been recorded, agreeing to change or terminate these covenants and restrictions.

8.3 Restrictive Covenant Pertaining to Water and Sewer. All occupants of any residence or commercial improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall

receive their water and sewer service from the aforesaid Utility and shall pay for the same in accordance with the rates, fees and charges adopted by Utility, the Uniform Water and Sewer Service Policy and the Uniform Extension Policy, for so long as the aforesaid Utility provides such services to the property; and, all occupants of any residence or commercial improvement erected or located on the property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use water and sewer service from any source other than that provided by the Utility. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning or irrigation on the Property. This restriction is subject to any requirement to the contrary which may be imposed by any governmental authority having jurisdiction over the Property.

8.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions and other provisions contained herein shall constitute servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Declarant and the Owners.

8.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, assessments, liens and other provisions contained herein shall be by proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property. In the event the Association or the Declarant fails to enforce the terms of this Declaration, then any Owner may do so. The failure or refusal of the Association, Declarant or any Owner to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the covenants and restrictions contained herein. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine may be levied against any lot owner or any tenant, guest, or invitee for the failure of the owner, tenant, guest or invitee to comply with any provision of this Declaration, Articles of Incorporation, Bylaws or Rules and Regulations of the Association. Fines shall be levied in accordance with Florida Statute §720.305(2004) as amended from time to time.

8.6 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats or portions of the Property, which was recorded or to be recorded in the Public Records of St. Lucie County. Also, each Owner must abide by all applicable governmental laws, regulations and ordinances of the federal government, the State of Florida, the City of Port St. Lucie and St. Lucie County.

8.7 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

8.8 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

8.9 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Lucie County.

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

This Amended and Restated Declaration of Covenants and Restrictions for RIVER VISTA HOMEOWNERS' ASSOCIATION, INC. has been approved by not less than a majority of the votes of the entire membership at the Annual Members Meeting on February 7, 2005.

The undersigned, RIVER VISTA HOMEOWNERS' ASSOCIATION, INC., hereby consents to the terms and provisions contained in the foregoing Amended and Restated Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

EXHIBIT "A"

The following Lots, all situated in St. Lucie County, as shown on the REPLAT OF RIVER VISTA, according to the plat thereof recorded in Plat Book 29, at Page 3 and 3A, of the Public Records of St. Lucie County, Florida:

<u>Block</u>	<u>Lots</u>
3	Lots 1 through 8
4	Lots 1 through 12
5	Lots 1 through 16
6	Lots 1 through 18
7	Lots 1 through 8

TOTAL NUMBER OF LOTS – 62 Lots

EXHIBIT "B"

The following Lots, all situated in St. Lucie County, as shown on the PLAT OF RIVER VISTA, as recorded in Plat Book 13, Page 18-18A of the Public Records of St. Lucie County, Florida:

<u>BLOCK</u>	<u>LOTS</u>
1	Lots 1 through 10
2	Lots 1 through 5

TOTAL NUMBER OF LOTS – 15 Lots