

This instrument prepared by:  
Edmund Muendel  
Board Member and Secretary  
River Oaks at Aquarina Homeowners Association  
360 Hammock Shore Drive  
Melbourne Beach, FL 32951

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR RIVER OAKS AT AQUARINA**

THIS SIXTH AMENDMENT to the declaration of Covenants, Conditions and Restrictions for River Oaks at Aquarina ("Sixth Amendment") is made this 12 day of MARCH by River Oaks at Aquarina Homeowners Association, Inc., a Florida Corporation 2007

**WITNESSETH**

WHEREAS, River Oaks at Aquarina Homeowners Association, Inc. is the association under Declaration of Covenants, Conditions, and Restrictions for River Oaks at Aquarina, recorded on September 25, 1995 in Official Records Book 3507, Page 1670, Public Records of Brevard County, Florida (the "Declaration"); and

WHEREAS, The Declaration was amended by the First Amendment to the Declaration of Covenants, Condition, and Restrictions for River Oaks at Aquarina, recorded in Official Records Book 3624, Page 3748, Public Records of Brevard County, Florida; and

WHEREAS, the Declaration was amended by the Second Amendment to the Declaration of Covenants, Condition, and Restrictions for River Oaks at Aquarina, recorded in Official Records Book 4179, Page 3574, Public Records of Brevard County, Florida; and

WHEREAS, The Declaration was amended by the Third Amendment to the Declaration of Covenants, Condition, and Restrictions for River Oaks at Aquarina, recorded in Official Records Book 4019, Page 0246, Public Records of Brevard County, Florida; and

WHEREAS, the Declaration was amended by the Fourth Amendment to the Declaration of Covenants, Condition, and Restrictions for River Oaks at Aquarina, recorded in Official Records Book 4210, Page 1579, Public Records of Brevard County, Florida; and

WHEREAS, the Declaration was amended by the Fifth Amendment to the Declaration of Covenants, Condition, and Restrictions for River Oaks at Aquarina, recorded in Official Records Book 4763, Page 3799, Public Records of Brevard County, Florida; and

WHEREAS, THE River Oaks at Aquarina Declaration of Covenants, Conditions, and Restrictions can be amended, as provided for in Section I, Paragraph three (3) by owners of at

least two-thirds (2/3) of the voting interest of the Association which owners have duly voted for said amendment by a properly and officially called meeting of the members.

NOW, THEREFORE, River Oaks at Aquarina Homeowner's Association, Inc hereby amends the Declaration of Covenants, Conditions, and Restrictions of River Oaks at Aquarina in its entirety. All previous amendments are consolidated into this Amendment Six. This amendment was approved by a majority greater than two thirds of the voting interest of the Association on December 7, 2006.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RIVER OAKS at AQUARINA HOMEOWNERS ASSOCIATION , a Florida Corporation, hereinafter referred to as "The Association " is the owner of land in the County of Brevard, State of Florida, more particularly described below, and hereinafter often referred to as River Oaks at Aquarina

WHEREAS, RIVER OAKS AT AQUARINA is a planned residential subdivision of the AQUARINA LANDS located in Brevard County, Florida. RIVER OAKS at Aquarina is a subdivision containing thirty (30) single-family lots and common properties; and

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

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

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

1. DEFINITIONS

A "ARC" shall mean and refer to the Architectural Review Committee so established under Article VI hereof.

B. "LOT" shall mean and refer to the individual platted lots in RIVER OAKS

AT AQUARINA

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

D. "Conservation Area" shall mean and refer to the area so indicated on the plat recorded in the Public Records of Brevard County.

E. "Association" shall mean and refer to the RIVER OAKS AT AQUARINA HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

F. "Board" shall mean and refer to the Board of Directors of the RIVER OAKS AT AQUARINA HOMEOWNERS' ASSOCIATION, INC

G. "LRC" shall mean and refer to the Landscape Review Committee so established under Article VII hereof.

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

RIVER OAKS AT AQUARINA, AQUARINA II P.U.D., STAGE 3, TRACT II  
Being a replat of State 3, Tract II, Aquarina II P.U.D. as recorded in Plat Book 41, Page 77 of the Public Records of Brevard County, Florida and being a portion of Section 36, Township 29 South, Range 38 East, Brevard County, Florida.

3. AMENDMENTS. The owners of at least two-thirds (2/3) of the voting interest of the Association membership may change these covenants and restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Brevard County, Florida. Section VII, Restrictions, Item 32 - Conservation Area and Item 35 - Conservation Area Markers may be amended only with the written approval from the St. Johns River Water Management District.

**II. PROPERTY RIGHTS**

1. TITLE TO COMMON AREA AND PROPERTY. The common area and property in the property herein shall include the entry wall, roadway, easements for retention system, as more specifically designated on the recorded plat.

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

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

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

3. ASSOCIATION EASEMENT. The Association (as described below) has a Subdivision wall easement of three (3) feet in width along the east three (3) feet of Lots 30 and 28 for the purpose of maintaining a barrier wall. The Association shall have the right to make any and all repairs and maintenance to the barrier wall as the Association deems necessary. The owner of each of Lots 30 and 28 shall not alter, deface or otherwise change the appearance of the barrier wall, and shall be liable to the Association for any damage to the barrier wall caused by such owners, their families, guests, agents or invitees.

### III. HOMEOWNERS ASSOCIATION

1. MEMBERSHIP. Every person or entity who is a record fee simple owner of a lot in RIVER OAKS AT AQUARINA shall be a member of the Association, provided that any such person or entity who holds interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment. Members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

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

The Association shall be governed by a Board of Directors consisting of at least five (5) members of the Association who shall be elected by and shall serve at the pleasure of a majority vote of the general membership of the Association. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Association's Board of Directors, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the Board of Directors and Association. The board members term of service shall terminate upon election of successor board members at a homeowners meeting by the general membership. The Board of Directors shall administer and govern the Association in accordance with this Declaration, the Association's Articles of Incorporation and By-Laws.

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, replacement reserves and reasonable operating reserve for the common property, in

addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. Each owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per lot, the Association shall assess such sum by promptly notifying all owners by delivering or mailing (by post or electronic means, notice thereof to the voting member representing each lot, at such member's most recent address as shown by the books and records of the Association. The Association may collect the assessment, in the sole discretion of the Board of Directors of the Association, in one annual payment and for up to one year in advance.

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

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

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

The Association shall have a lien on each lot for any unpaid assessments, and interest thereon, which has been assessed against the lot owner of such property. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Brevard County, Florida. The Board of Directors may take such action as it deems necessary to collect assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorney fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced.

#### **IV. COVENANTS FOR MAINTENANCE ASSESSMENTS**

##### **1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

Each owner of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter

be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments and late fees, together with interest thereon from the due date at the rate of eighteen (18%) percent per annum and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot(s) against which each such assessment is made, and shall also be the personal obligation of the owner. The Board in its sole discretion, shall have the right to increase the interest rate on unpaid assessments to the highest rate allowed by law.

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

3. MEMBERS' APPROVAL OF ANNUAL ASSESSMENTS. Annual assessments set by the Board of Directors must be approved by simple majority of members of the Association present at the meeting called to approve such assessments.

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

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

6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the lots and assessments applicable thereto which

shall be sent to each owner electronically via e-mail or to their last known mailing address. Notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. AFFECT OF NON-PAYMENT OF ASSESSMENT; THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the lot(s) against which such assessment is made that shall bind such lot(s) in the hands of the owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the owner(s) against whom the assessment is levied. If the assessment and late fee, if any, are not paid within thirty (30) days after the delinquent date, which shall be set by the Board of Directors of the Association, the assessment and late fee shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum and the Association may, at any time thereafter, bring an action to foreclose the lien against the lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including a reasonable attorney's fee, and in the event of a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

9. EXEMPT PROPERTY. All property except that which is legally platted into individual lots as per the recorded plat of RIVER OAKS AT AQUARINA, shall be exempt from assessments

## V. EXTERIOR MAINTENANCE ASSESSMENT

1. EXTERIOR MAINTENANCE. In addition to maintenance upon the common area, the Association may provide upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance, including but not limited to paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, yard clean-up, debris removal, and/or maintenance

2. ASSESSMENT OF COSTS. The cost of such maintenance shall be assessed against the lot(s) upon which such maintenance is performed. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all the lots in the affected area. The exterior maintenance assessment shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the owner and shall become

due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association.

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

## VI. ARCHITECTURAL CONTROL

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

2. ARCHITECTURAL REVIEW COMMITTEE. The architectural and control review functions as provided for in this Article shall be administered and performed by an Architectural Review Committee, hereafter referred to as ARC. The ARC shall consist of three (3) members of the Association. Members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

3. POWERS AND DUTIES OF THE ARC. The ARC shall have the following powers and duties:

A. The ARC shall operate independently of the Association and shall expressly be empowered to undertake all actions and make all decisions on all matters of concern which may come before said ARC including approving, disapproving, modifying or waiving the same upon the majority vote of its committee members.

B. To recommend from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any



modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a two thirds majority of the members of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

C. To approve builders who will be permitted to construct homes in RIVER OAKS AT AQUARINA.

D. Maintain a log of all ARC decisions. The ARC shall provide to the President of the Board, an updated copy of the log each month. The President will forward this copy to the Board Secretary who will maintain a permanent file of all ARC decisions.

4. PURPOSE OF THE ARC. It is the intent of the Association to provide for sound and aesthetically pleasing development and maintenance of the sub-division. Therefore, the ARC shall provide for a systematic and uniform review of all proposed construction and structural modifications or improvements to the exterior of any permanent structure within RIVER OAKS, as detailed in VI. 1., above. The ARC will also review and approve any changes to the color of exterior walls and roofs. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC will place emphasis on the proposed projects harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures, and/or improvements, topography, and conformity to the restrictive imposed hereunder.

5. ARC PROCEDURES. Prior to the commencement of any work at the proposed work site, an applicant must submit to the ARC one (1) complete set of plans and specifications for the proposed project, together with copies of such fully executed application forms and fees as may then be required by the ARC and such additional information as required by this Declaration. No later than fifteen (15) days after receipt of said plans and specifications, the ARC shall respond to the applicant in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within the fifteen (15) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed project. The ARC will immediately notify the Association President of any disapproved application. In a case where the ARC disapproves a project plan, all or in part, the applicant may appeal to the President of the Association. This appeal must be submitted within 15 days from the date of the notice of rejection by the ARC. The appeal shall include (1) copy of the plan and (2) copies of the ARC written notice of the rejection. Upon receipt of these documents, the Association President must convene a quorum of the River Oaks Board within 15 days to accept, reject or modify the recommendations of the ARC. The initial address of the ARC shall be: 260 Hammock Shore Drive, Melbourne Beach, FL 32951.

## VII. LANDSCAPE CONTROL

1. LANDSCAPE REVIEW AND APPROVAL. No landscape improvement that extensively interferes with existing landscape shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same shall have been submitted to, and approved

in writing by, the Landscape Review Committee. This restriction includes the removal of any tree on an owners property that exceeds 6" in diameter. All plans and specifications shall be evaluated as to environmental compatibility, harmony of external design, and location in relation to surrounding structures and topography and as to conformance with the Landscape Planning Criteria of the Association, a copy of which is attached hereto as Exhibit B, the same which may from time to time be amended by the Association membership

2. LANDSCAPE REVIEW COMMITTEE. The landscape and control review functions as provided for in this Article shall be administered and performed by a Landscape Review Committee (LRC), hereafter referred to as LRC. The LRC shall consist of three (3) members of the Association. All members of the LRC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the LRC shall constitute a quorum to transact business at any meeting of the LRC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the LRC. Any vacancy occurring on the LRC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

### 3. POWERS AND DUTIES OF THE LRC

A. The LRC shall operate independently of the Association and shall expressly be empowered to undertake all actions and make all decisions on all matters of concern which may come before the LRC; approving, disapproving, modifying or waiving the same upon the majority vote of its committee members.

B. The LRC shall have the following powers and duties: to recommend from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Landscape Planning Criteria. Any modification or amendment to the Landscape Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a two thirds majority of the Association members, at a meeting duly called and noticed and at which a quorum is present and voting.

C. Maintain a log of all LRC decisions. The LRC shall provide to the President of the Board, an updated copy of the log every month. The President will forward this copy to the Board Secretary who will maintain a permanent file of all LRC decisions.

4. PURPOSE OF THE LRC. It is the intent of the Association to provide for sound and aesthetically pleasing landscape design and flora content within the subdivision. Therefore, the LRC shall provide for a systematic and uniform review of all proposed landscape improvements and construction of any type that extensively modifies existing landscape within RIVER OAKS. The LRC shall review all plans for said improvements, The LRC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the LRC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography, and conformity to the restrictive imposed hereunder.

5. LRC PROCEDURES. Prior to the commencement of any landscape work that extensively modifies the existing landscape; a project plan must be submitted to the LRC. This submission shall be one (1) complete set of plans and specifications. No later than fifteen (15)

days after receipt of said plans and specifications, the LRC shall respond to the applicant in writing by approving said application, or disapproving said application. In the event the LRC fails to respond within the fifteen (15) day period, the plans and specifications shall be deemed approved. In the event of disapproval of plans and/or specifications as submitted, no work shall be commenced in furtherance of the proposed project. The LRC will immediately notify the Association President of any disapproved application. In a case where the LRC disapproves a project plan, all or in part, the applicant may appeal to the President of the Association. This appeal must be submitted within 15 days from the date of the notice of rejection by the LRC. The appeal shall include one (1) copy of the plan and two (2) copies of the LRC written notice of the rejection. Upon receipt of these documents, the Association President must convene a quorum of the River Oaks Board within 15 days to accept, reject or modify the recommendations of the LRC. The initial address of the ARC shall be: 260 Hammock Shore Drive, Melbourne Beach, FL 32951

### **VIII. RESTRICTIONS**

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

2. **NO TEMPORARY BUILDINGS**. No tents, trailers, vans, shacks, sheds, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the prior written consent of the ARC, except as provided for in Exhibit A of this document.

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

4. **BOATS AND MOTOR VEHICLES**. For the purpose of this section, a "vehicle" shall be considered to be any automobile, truck, motor home, camper, motorcycle, tractor, boat, trailer or any other type vehicle owned or otherwise used by the lot owner or member of the family. No vehicle shall be parked on the roadway or front or side yard except in unusual circumstances or under very temporary conditions, such as during social gatherings or for loading or unloading. Habitual driveway parking for any vehicle is not permitted. Owners may park vehicles in their driveway, on a temporary basis, when receiving house guests or preparing for or returning from trips, recreational activities, and other activities of a temporary nature (see exhibit A for exceptions). Vehicle maintenance and minor repair are permitted provided such maintenance or repair is limited to owner's family vehicles and is being performed and completed within a reasonably short period and does not cause a nuisance as defined in paragraph seven (7) of this section.

5. AUTOMOBILE STORAGE AREAS. No automobile storage area shall be enclosed or converted to other use without the express written approval of the ARC.

6. CLOTHES DRYING AREA. No portion of any lot shall be used for a drying or hanging area for laundry of any kind. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Section 163.04, Florida Statutes (1989).

7. NUISANCES. The Board is granted broad authority in determining what does or does not constitute a nuisance and how to remedy such nuisance for the members. This authority is granted because it is impossible to identify all possible cases. In general, nothing shall occur or be maintained on any lot that may be or become an annoyance to a neighbor or the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, who shall render a decision in writing, which decision shall be dispositive of such dispute or question. Examples of possible "nuisance" incidences include: Excessive noise, a hazardous condition, habitual disturbances, etc.

8. NOISE ABATEMENT: Generally, the hours from 8pm to 8am shall be considered quiet periods within River Oaks. Homeowners shall not run machinery or create other noises such as music or shouting at a level that would constitute a nuisance as described above.

9. SIGNS. No sign of any kind other than the name and address of the owner shall be displayed to the public view on a lot or improvements thereon except that homeowners may display one "For Sale" sign (realtor or personal) that does not exceed four (4) square feet and is expressly approved in advance and in writing by the ARC. Signs will not extend beyond ten feet (10') from the house or garage structure.

10. PETS. Pets will be maintained and controlled in accordance with Brevard County Animal Enforcement Ordinance, Brevard County Code 14, dated January 9<sup>th</sup>, 2001, to include all amendments to said ordinance.

11. BOARDING UP. Boarding up is permitted when homeowners will be away from their homes for extended periods of time during the hurricane season. The boarding material must be aesthetically acceptable. Boarded materials that face the street must be of the roll down variety or if hung, they must be clear or painted with a color that compliments the color of the house. Plywood, painted or unpainted, is only acceptable when a hurricane is imminent (named and moving toward the Melbourne area). Homeowners leaving the area for extended periods during the hurricane season should explore alternate methods such as: partial boarding in areas not visible from the street. Street side shutter installation can be handled by neighbors or a local handyman should a storm approach the Melbourne area. Homeowners must inform the ARC prior to their departure when they intend to board up.

12. TOPOGRAPHY. There shall be no change in the topography of any lot either for construction or landscaping without prior written permission of the ARC and/or the LRC. However, neither the ARC, LRC, nor any lot owner shall be permitted to fill any adjacent

conservation area or any retention area or modify in any way the environmental berm/swale located along lots 12 through 25

13. AIR CONDITIONING. No window or wall air conditioning units shall be permitted, except as provided for in Exhibit A of this document.

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

15. RENTALS. Owners shall not rent their property for periods of time less than six (6) months. This paragraph does not restrict absent owners from allowing friends and/or relatives to use their homes.

16. FILLING-IN PROHIBITED. No lot or parcel shall be increased in size by filling-in the wetlands on which it abuts. The elevation of the lot shall not be changed so as to materially affect the surface grade of the surrounding lots, or obstruct the drainage in any manner.

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

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

19. ROOFS. All roofs of principal structures shall be composed of tile, unless some other material is approved in advance by the Architectural Review Committee.

20. BLOCK. There shall be no exposed block.

21. EXTERIOR APPEARANCE AND MAINTENANCE. No weeds or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining lots or public view.

22. SQUARE FEET. The minimum square footage for a single family two-story residence shall be 2,700 square feet of living space; the minimum square footage of any one

and one-half story, split level shall be 2,400 square feet; and the minimum square footage of any one story residence shall be 2,200 square feet.

23. GARAGES. No carports shall be built on any lots. Each house shall have a garage with a capacity of at least two (2) automobiles, equipped with automatic garage door openers. No fiberglass garage doors are permitted.

24. AIR CONDITIONERS. No wall-mounted air conditioning units shall be installed. No air conditioning units shall be placed on the front of any residence (or any side of a residence which faces the street), unless approved by the ARC, except as provided for in Exhibit A of this document. Air conditioning units may be placed at the side or back of the residence, provided they are at least (8') feet from the closest property line. Each unit must be adequately and ornamentally screened if visible from the street.

25. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utility lines and the residence located on each lot shall be concealed and located underground so as not to be visible. Electric service is to be provided by FLORIDA POWER & LIGHT COMPANY, through underground primary services lines running to transformers.

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

27. NO TEMPORARY STRUCTURES. No mobile homes, trailers, sheds, shacks, tents or other structure of a temporary nature (except adequate sanitary toilet facilities for workers during construction) shall be permitted to remain on any lot prior to the start of construction of a permanent residence, except as provided for in Exhibit A of this document.

28. AERIALS AND ANTENNA. No radio or television aerial, antenna, satellite dish or any other exterior electronic equipment or devices of any kind shall be installed or maintained on any roof of a residence or on any part of the lot where it would be visible from the street without written permission from the ARC. A small TV dish under 36" in diameter not visible from the street is allowed.

29. MAIL BOXES. No mail box or paper box or other receptacles of any kind used for the delivery of mail, newspapers, magazines or similar material shall be erected on any lot

unless the size, location and design type shall have been approved by the ARC. Homeowners are responsible for maintaining their mailboxes in aesthetically acceptable condition. Failure to do so may result in the Board of Directors of the Association providing the necessary maintenance and assessing the property owner for the cost of the maintenance.

30. WATER SUPPLY. The central water supply system established for the property shall be used as the sole source of water and for all water spigots and outlets within all buildings and improvements located on each lot. Each owner shall, at his expense, connect the water lines to the water distribution service provided to serve that owner's lot and shall pay water meter charges and service availability charges established or approved by the appropriate regulatory authority. After such connection, each owner shall pay when due, the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any lot.

31. SEWAGE DISPOSAL. Each owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that owner's lot and shall pay service availability charges to the public utility. After such connection, each owner shall pay when due, the periodic charges or rates for the furnishing of such sewage collection and disposal service.

### 32. CONSERVATION AREA.

A. PURPOSE. This area is designated as a conservation area to assure that the property will be retained forever in a natural condition and to prevent any use of the property that will impair or interfere with the environmental value of the property. "Conservation Area" or "Conservation Easement Area" shall mean and refer to all of such areas so designated as Conservation Area upon plat recorded in Plat Book 41, Page 77, of the Public Records of Brevard County, Florida. The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the St. Johns River Water Management District, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of Conservation Easement, each of the following uses of the conservation Easement Areas are hereby prohibited and restricted without prior written consent of the St. Johns River Water Management District, to-wit:

- (1) The construction or place of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above, and
- (2) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (3) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(4) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(5) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

(6) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation; and

(7) Any acts or uses detrimental to such retention of land or water areas; and

(8) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

The Conservation Easement Areas hereby created and declared shall be perpetual.

Members of the Association and all subsequent owners, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions

Members of the Association and all subsequent owners of any land upon which there is located any conservation easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without the prior written approval from the St. Johns Water River Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Association, and its successors and assigns. Upon conveyance by the Association to third parties of any land affected hereby, the Association shall have no further liability or responsibility hereunder, provided the deed restriction including the Conservation Areas are properly recorded.

**B. RIGHTS.** St. Johns River Water Management District and Brevard Mosquito Control District may enter the property to inspect and carry out mosquito control and other activities.

**C. PROHIBITED USES.** Construction of utilities or structures (other than provided for in 32D below) on or above the grounds, excavation or placing of fill, removal or



planting of trees or other vegetation if not approved in writing by St. Johns River Water Management District. All prohibited are:

- (1) Dumping of trash, waster or other offensive materials.
- (2) Activities detrimental to drainage, water conservation, soil conservation or fish and wildlife habitat preservation
- (3) The use by power boats of the fishing pier/observation deck permitted under subsection D, herein below.

**D. RESERVED RIGHTS.** The owners of Lots 19, 20, 21 and 22 may seek approval from the applicable regulatory agencies, and if approval is granted may construct a fishing pier/observation deck of less than five hundred (500) square feet surface area over the river. These uses are not prohibited in the conservation area, and are not inconsistent with the purpose of this area. Mooring of motorized boats at the fishing pier/observation decks is strictly prohibited. Trimming of mangroves in the Conservation Easement property owned in common by the River Oaks at Aquarina Homeowner's Association, Inc. is authorized only in areas identified in the attached Exhibit C. Limited mangrove trimming is permitted within the portions of the Conservation Easement which are located on single family lot numbers 19, 20, 21, and 22 of the River Oaks at Aquarina subdivision. Mangrove trimming within these single family lots must be performed in accordance with the exemption provisions of the Mangrove Trimming Act (Section 403.9326, Florida Statutes (1999)).

**E. RESPONSIBILITY TO REMOVE TRASH AND OTHER DEBRIS.** River Oaks at Aquarina Homeowners Association, Inc. and all subsequent owners of the conservation area shall be responsible for the periodic removal of trash and other debris which may accumulate on such conservation areas.

**F. MANGROVE TRIMMING IN THE CONSERVATION AREA.** The Board of Directors of the River Oaks at Aquarina Homeowners Association, Inc. obtained a permit from the St. John's River Water Management District (SJRWMD) and Department of Environmental Protection (DEP) for trimming of the mangroves in the Conservation Area, owned in common by the Association. In its discretion, the Association may elect to trim the mangroves. If the Association elects not to trim the mangroves, then the current property owners of Lots 12 through 18 may at their own expense trim mangroves, provided all applicable exemptions or permits are obtained and the trimming is done in accordance with such exemption or permit, and is done in the areas identified and described in the permit. In the event any owner trims the mangrove in the Conservation Area owned in common by the Association in such a way that violates the permit issued by the SJRWMD or DEP, or violates any other state or federal regulatory law, then such owner shall indemnify and hold the Association and its officers and directors harmless for any loss or claim. For purposes of this document, loss or claim shall be deemed to include any possible loss or claim, including penalties, administrative fines, damages, or any court costs or attorney's fees incurred in defense of such loss or claim. Should the Association sustain any loss or claim, then such homeowner who causes the loss or claim shall promptly reimburse the Association its damages for the loss or claim within thirty days, and failing that, the Association shall be entitled

to impose a lien against the offending property owner, and may enforce that lien as provided for in Articles III and IV of the Declaration of Covenants, Conditions, and Restrictions.

33. **BREEZEWAY REQUIREMENTS.** Lots 19, 20, 21, 22, 23, 24 and 25 shall have a minimum of thirty (30%) percent of the average width of the lot clear at the point the house is located, as breezeway/visual corridor.

34. **SETBACK RESTRICTIONS.** Each lot shall maintain a side setback of at least eight (8') feet, a front setback of at least twenty-five (25') feet, and a rear setback of at least twenty (20') feet. This setback restriction shall only apply to the building structures and shall not apply to fences, swimming pools or walls. The ARC may allow slight variances to save specimen trees. The ARC may calculate the rear set back based on the average position of the rear lot line where the real lot line is irregular

35. **CONSERVATION AREA MARKERS.** At the time that the ownership of Lots 12 thru 22 are conveyed to an owner, the intersection of the lot boundaries and the Conservation Area shall be marked with permanent monuments. The permanent markers will be concrete 4" x 4" x 36" markers, with 12" above the existing grade.

36. **OPERATION OF MOTORIZED VEHICLES.** No motorized vehicle will be operated by a child (less than 16 years old) within the common areas of River Oaks at Aquarina unless under the direct supervision of an adult person (16 year or older) who is qualified to operate the vehicle. This restriction applies even if the motorized vehicle in question does not require a license under applicable Florida statutes. Any motorized vehicle operated within River Oaks at Aquarina between the hours of Ending Evening Nautical Twilight and Beginning Morning Nautical Twilight will be equipped with lighting sufficient to allow safe night time operation. No vehicle will be operated in a fashion that is unreasonably disturbing to other residents or which creates a nuisance.

## **IX. GENERAL PROVISIONS.**

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

restrictions. Expenses of litigation shall include attorney's fees and costs incurred by the Association in seeking such enforcement.

2. FINES. The Board of Directors of River Oaks at Aquarina, in its sole discretion and in accordance with the Homeowners Association Act, Chapter 720, Florida Statutes, shall have the right to assess a one hundred (\$100.00) dollar fine per violation, with each continuing day of the violation subject to fining, up to one thousand (\$1,000) dollars in the aggregate, plus attorney's fees, for the violation by a member of the Association or their guests of any condition or restriction set forth in this Declaration of Covenants, conditions and restrictions.

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

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

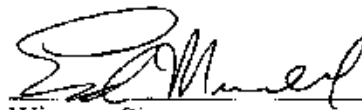
5. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

6. Except as modified hereby, the declaration shall remain in full force and effect.

IN WITNESS WHEREOF, The President of the River Oaks at Aquarina Homeowners Association has executed this Sixth Amendment on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

RIVER OAKS AT AQUARINA  
HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_

Witness Signature

  
\_\_\_\_\_

By: Herbert Bruno, President

EDMUND MUENDEL  
\_\_\_\_\_

Witness Printed Name

  
\_\_\_\_\_

Witness Signature

Georgia A. Kauffman  
\_\_\_\_\_

Witness Printed Name

STATE OF FLORIDA

COUNTY OF BREVARD

THE FORGOING instrument was acknowledged before me this 12 day of March, 2007, by Herbert Bruno, as President of the RIVER OAKS at ACQUARINA HOMEOWNERS ASSOCIATION, who is personally known to me

  
Notary Public Signature

My Commission Expires:



## EXHIBIT A

### ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for RIVER OAKS AT AQUARINA HOMEOWNERS ASSOCIATION, a Florida Corporation, hereinafter referred to as "The Association", and often referred to as River Oaks at Aquarina, provides that a committee known as the Architectural Review Committee (the "ARC"); be established, and

WHEREAS, the above referenced Declaration for RIVER OAKS provides that the Board of Directors of the River Oaks at Aquarina Homeowners Association, shall appoint, oversee and/or administer the ARC, and further that the Association, on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for RIVER OAKS at Aquarina.

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

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

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

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

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

B. Construction Plans. All plans for construction should be submitted at a scale not less than 1 to 20, should show all setbacks, location of pad with outer wall dimensions including position of garage, location of driveways and walkways, and any other proposed lot improvements. In addition, the plans should show elevations to scale, of all sides of contemplated structures, the floor plan and a summary specifications list of proposed materials, which cannot be adequately described, should be included.

4. ROOFS. All roofs of principal structures shall be composed of tile, unless some other material is approved in advance by the Association.

5. BLOCK. There shall be no exposed block.

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

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

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

9. TEMPORARY STRUCTURES. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other out building shall be used on a lot at any time as a residence either temporarily or permanently. Except that during the recovery period after a hurricane, trailers and recreational vehicles used for residential purposes will be permitted on a property during and until the completion of the home's reconstruction.

10. WINDOW AIR CONDITIONING UNITS. No window or wall air-conditioning units shall be permitted. Except that during the recovery period and while there is no publicly supplied electrical power after a hurricane, window air conditioners shall be permitted.

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

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

13. AMENDMENTS. The Association reserves the right to modify the provisions herein with two-thirds of approval of the members of the Association.

## EXHIBIT B

### LANDSCAPE PLANNING CRITERIA

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for RIVER OAKS, AT AQUARINA HOMEOWNERS ASSOCIATION, a Florida Corporation, hereinafter referred to as "The Association", and often referred to as River Oaks at Aquarina, provides that a committee known as the Landscape Review Committee (the "LRC") initially be established; and

**WHEREAS**, the above referenced Declaration for RIVER OAKS AT AQUARINA provides that the Board of Directors of the Association shall appoint, oversee and/or administer the LRC, and further that the Association, on recommendation of said committee, shall adopt and modify or amend from time to time Landscape Planning Criteria for RIVER OAKS.

**NOW, THEREFORE**, the Association has appointed a committee to be known as the Landscape Review Committee (LRC) in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, Conditions and Restrictions for RIVER OAKS. The LRC does hereby adopt the following Landscape Planning Criteria, putting all on notice of the same. It is the plan of the Association to develop River Oaks into a highly restricted community of quality homes. The LRC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the natural environment and the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

**1. REQUIRED PLAN.** One set of plans for a lot's landscape improvements, which will be the property of the LRC, must be submitted to and will require review and approval by the LRC before any implementation can begin:

**LANDSCAPING PLAN.** A Comprehensive landscaping plan for each home must be submitted to and approved by the LRC prior to the commencement of any construction or landscaping. The landscaping plan will include the location/proposed location of all trees and scrubs which exceed three (3") inches in diameter at one foot (1') above the natural grade of the land. In addition, all plans submitted should be at a scale not less than 1 to 20 and must depict all contemplated landscape improvements, including but not limited to such items as plant types and sizes, sprinkler systems, and driveway(s), walkway(s), path(s), wall(s) and fence(s) and types of materials to be used. A comprehensive landscaping plan prepared by a landscape architect or other qualified landscape engineer shall be submitted to the LRC prior to the commencement of any landscaping or construction.

2. **TREES**. No tree or shrub, beyond ten (10) feet of an existing or proposed house and pool foundation which exceeds six (6") inches in diameter at one (1') foot above the natural grade will be cut down or otherwise destroyed without the written approval of the LRC.

3. **ARTIFICIAL VEGETATION**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved in advance and in writing by the LRC.

4. **ENVIRONMENTAL BERM SWALE-Lots 12 through 25**. A plan should be submitted at a scale of not less than 1 to 20 and shall show an environmental berm/swale consistent with plans approved by the St. Johns River Water Management District. Construction of this environmental berm/swale shall take place prior to the construction of any impervious surface on these lots and it will be maintained by current and future owners of Lots 12 through 25.

5. **AMENDMENTS**. The Association reserves the right to modify the provisions herein with approval by a two thirds majority of the members of the Association.



EXHIBIT C

CONSERVATION AREA

