

COVENANTS AND RESTRICTIONS
FOR
RIVER'S BEND SUBDIVISION
(a Recorded Subdivision)

A Community by Ryder Partners III, LLC

TABLE OF CONTENTS

Article I	Definitions	1
Article II	Property Rights	3
Article III	Subdivision of Lots Prohibited	4
Article IV	Membership and Voting Rights	4
Article V	Covenant for Maintenance Assessments	5
Article VI	Land Use and Building Type	10
Article VII	Architectural Control	10
Article VIII	Dwelling Size	11
Article IX	Parking and Garages	12
Article X	Mailboxes and Newspaper Boxes	12
Article XI	Landscaping.....	12
Article XII	Fences, Walls and Clotheslines	13
Article XIII	Miscellaneous Building Materials Restrictions	14
Article XIV	Radio and Television Antennas: Utility Connections	14
Article XV	HVAC Systems.....	15
Article XVI	Building Location.....	16
Article XVII	Nuisances	15
Article XVIII	Prohibition Against Firearms	16
Article XIX	Notice of Rules to Guests	16
Article XX	Signs	17
Article XXI	Livestock, Poultry, and Household Pets	17
Article XXII	Recreational Vehicles, Commercial Vehicles Boats, Trailers, Personal Watercrafts, Motorcycles, and Personal Off-Road Vehicles	17
Article XXIII	Playground Equipment	18
Article XXIV	Garbage and Refuse Containment & Disposal..	19
Article XXV	Home Businesses and Offices	19
Article XXVI	Use as Private Single Family Residence; Leasing	19
Article XXVII	Pool and Common Areas	20
Article XXVIII	Sewer and Water Tap-Ins and Fees	21
Article XXIX	Waste, Refuse and Fish Cleaning	21
Article XXX	Temporary Buildings, Structures or Sheds...	22
Article XXXI	Maintenance of Original Appearance	22
Article XXXII	Driveway and Walkway Construction	22
Article XXXIV	Sight Distance at Intersections	23
Article XXXV	Development and Declarant	23
Article XXXVI	Limitation of Liability of Association	24
Article XXXVII	Termination of Declarant's Obligation	24
Article XXXVIIIGeneral Provisions	

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF RIVER'S BEND SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by Ryder Partners III, LLC, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Taylor County, State of Florida, which is more particularly described as:

See Exhibit "A" attached hereto and by
reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which 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.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to RIVER'S BEND HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,

whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Community" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association, or described by easement for benefit of the Association, for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Ryder Partners III, LLC, its successors and assigns.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and identified by lot and block description. It shall also include any lot sold by metes and bounds description before the plat is recorded. It is understood that any lot conveyed prior to the recording of the plat shall be subordinate to the plat when it is recorded and the grantee of such lot shall be deemed to have joined in the dedication of the plat as if it had been signed by him/her/them.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to and use of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members (as defined in Article IV, Section 2, below). No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property. All of the above must strictly comply with these Covenants and to the rules and regulations of River's Bend Homeowners Association, Inc.

ARTICLE III

Subdivision of Lots Prohibited

Section 1. Subdivision of Lots. No Lot may be divided or subdivided into a smaller lot than that shown on the recorded plat for River's Bend. No action or suit at law or in equity may be brought to partition any Lot.

Section 2. Partition of Association Lands. No action or suit at law or in equity may be brought to partition any common lands or land owned or to be owned by the Association.

ARTICLE IV

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the

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

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(1) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership;

(2) January 1, 2015.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. The maximum annual assessment for a Lot shall be \$300.00 per lot, beginning the first year assessments fall due as set forth herein. Upon completion of the swimming pool, the maximum annual assessment for an improved Lot shall be increased to \$600.00. The Declarant shall pay \$100 per year in annual assessments for each vacant Lot owned by the Declarant beginning January 1, 2007.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. Dues shall begin to accrue from the date of conveyance of a Lot from the Developer and shall be prorated for the year of purchase.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or

by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-half of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. Dues shall begin to accrue from the date of conveyance of a Lot from the Developer and shall be prorated for the year of purchase. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association

setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum and shall have a \$50 service charge added to the amount due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessment thereafter becoming due or from the lien thereof.

Section 9. Declarant Reimbursement. The Association shall reimburse Declarant for Association utilities fees, system charges,

and usage, incorporation costs, and any minor start-up expenses.

Section 10. Maintenance of Properties and Maintenance Reimbursements. In the event an Owner fails to maintain the exterior of his property, including but not limited to the painted surfaces, drives and walkways, lawn and landscaping and garbage can screening, then the Association may, upon a majority vote of the Board of Directors, and after written notice of the violation with 30 days to allow the Owner to cure, may perform the required maintenance, the cost of which shall be a charge on the property and shall be a continuing lien upon the property against which such maintenance is performed.

Section 11. Initial Capitalization Assessments. There shall be an initial capitalization assessment of \$50.00 due to be paid by the Buyer, due upon the sale and conveyance of each Lot from the Declarant to the First Owner of the Lot.

ARTICLE VI

Land Use and Building Type

No Lot shall be used except for residential purposes except the pool area, the boat ramp area and the river waterfront, which shall be used as a common area whose use shall be initially determined by the Declarant.

ARTICLE VII

Architectural Control

The Architectural Control Committee (ACC) shall be composed of the current sitting Board of Directors (BOD) of the Association. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein (including exterior paint colors and landscaping) be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (ACC). Within 30 days of submittal, the ACC will issue a letter either approving the submittal or a denial with detailed exceptions noted. If the ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 1. Submittals Required for ACC Approval

- a) Full set of blueprints including, but not limited to, foundation, floor-plan(s), electrical-plan, roof-plan and all elevations.
- b) Plot-plan showing dimensioned house footprint, setbacks, all drives and walkways, landscaping and any other improvements

on subject lot.

- c) Specifications including full description of materials and exterior colors.

ARTICLE VIII

Dwelling Size

No dwelling shall be permitted on any lot unless it is at least:

1,100 heated & cooled square feet for Block D,

1,250 heated & cooled square feet for Block C,

1,400 heated & cooled square feet for Block B,

1,600 heated & cooled square feet for Block A.

Dwelling height shall not exceed the maximum allowable under the current building requirements. The minimum height for the first floor of a dwelling shall be in accordance with the regulations for coastal construction but in no event shall it be less than 9 feet.

ARTICLE IX

Parking and Garages

It is the intent of the Homeowners' Association that no daily parking be allowed in the front yards of lots or the roadway easements except on the individual driveway or parking slip of an individual lot. All dwellings must have a minimum total of 20' wide concrete parking slip(s) that connects to the poured concrete

footprint of the dwelling. Households with more than two cars must have an additional ten feet by twenty feet depth of side by side parking in addition to the previously stated minimum requirements.

ARTICLE X

Mailboxes and Newspaper Boxes

No mailboxes or newspaper boxes shall be allowed. The Declarant shall provide a group mailbox at a common location.

ARTICLE XI

Landscaping

Section 1. Approved Landscape Plan. All residences must have an ACC approved landscaping plan fully installed by the time of issuance of a Certificate of Occupancy.

Section 2. Landscaping Maintenance. The Owner of each Lot shall be responsible for maintaining all landscaping, including, but not limited to, lawns, shrubs, trees and flower beds, within the boundaries of his/her/their Lot, unless the Board of Directors of the Association elects that the Association shall have the responsibility of some or all of such landscape maintenance. Each Owner, by accepting his/her/their deed to a Lot, hereby consents to the Association employing third party lawn maintenance services to maintain some or all of the landscaping on his/her/their Lot and to pay for those services as provided in Article V of the Covenants.

Section 3. Tree Cutting - Penalties. No living tree with a

trunk diameter of eighteen (18) inches or greater as measured three feet up from the ground shall be cut or have its roots or root system damaged except as approved in writing by the ACC. Whosoever shall violate this section may, in the discretion of the ACC, be assessed such penalty as may be deemed to be reasonable and appropriate. Said penalty shall be a lien against the land the same as an unpaid assessment.

ARTICLE XII

Fences, Walls and Clotheslines

No fencing, walls or clotheslines of any kind shall be allowed with the exception of ACC approved fencing or screens to shield garbage and recycling containers and HVAC compressors. Any pool fencing shall be strictly scrutinized and approved by the ACC committee.

ARTICLE XIII

Miscellaneous Building Materials Restrictions

It is the intention of the ACC that the Community have a "Florida Cracker" and "Key West" style and flavor. ACC approvals will be geared in that direction. Front elevations shall be varied as to front setback from the front elevation of adjacent properties. No sheet sidings may be used on any elevation of a residence. All residences must have internally lighted, back-light house numbers attached to the residence in prominent location so as

to be easily visible from the street. All exterior heating and air conditioning units, and garbage and recycling containers, must be screened from view.

ARTICLE XIV

Radio and Television Antennas: Utility Connections

Section 1. Radio and Television Antennas. No alteration to or modification of any radio, television or cable system erected by Declarant or any cable system vendor on the Lots or on Association lands shall be permitted, nor shall an Owner construct, use or operate any external radio, television antenna, satellite dish or other such apparatus without the prior written consent of the ACC. Nothing herein contained shall be deemed to prohibit radio and television antenna systems erected or constructed wholly within a dwelling. Non-offensive satellite systems, such as DirectTV or Dish Network shall not require approval of the ACC, provided that the satellite dish does not exceed twenty four (24) inches in diameter, and further provided that such satellite dish is not visible from any road within the Community nor visible by neighbors or the adjacent property owners. In any such event that it becomes necessary for a satellite system to be viewed as hereinabove stated, approval for such placement shall require written approval from the ACC.

Section 2. Utility Connection. All connections to the

dwelling for utilities, including but not limited to water, sewage, electricity, telephone and cable television, shall be run underground from the proper connecting points to the dwelling in such manner as to be acceptable to the authority furnishing such service.

ARTICLE XV

HVAC Systems

No window air conditioning units shall be installed in any dwelling unit. All exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the dwelling or screened on the side yard so as not to be visible from the road in such manner acceptable to the ACC.

ARTICLE XVI

Building Location

No building shall be located on any Lot nearer to the lot lines than the minimum setback lines determined by the Taylor County Zoning Codes.

ARTICLE XVII

Nuisances

No noxious or offensive activity shall be carried on upon any

Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the Community. No unreasonably loud music disruptive to the Owners in the Community shall be allowed.

ARTICLE XVIII

Prohibition Against Firearms

All types of firearms, including but not limited to shotguns, rifles, bow and arrows, crossbows, pistols, pellet, BB guns or air rifles are prohibited from being used, discharged or displayed within the Community. Notwithstanding the above prohibition, firearms may be stored within the residence of the Owner.

ARTICLE XIX

Notice of Rules to Guests

All licensees, guests, invitees and tenants of each and every Lot Owner shall be subject to the provisions of this Declaration and of the Rules and Regulations of the Association governing the use and enjoyment of all lands contained within the Properties, and they shall abide by such Covenants, Restrictions, and Rules and Regulations.

ARTICLE XX

Signs

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet to advertise the property for sale or lease. One home/office business

sign per residence of not more than 144 square inches will be allowed as long as it does not face the road, is unlighted and attached to the exterior wall of the residence within four (4) feet of the front door.

ARTICLE XXI

Livestock, Poultry, and Household Pets

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and they are not allowed to roam free, bark uncontrollably, or otherwise become a nuisance.

ARTICLE XXII

Recreational Vehicles, Commercial Vehicles, Boats, Trailers, Personal Watercrafts, Motorcycles, and Personal Off-Road Vehicles.

Recreational or commercial vehicles are not permitted to be parked on any Lot. Personal watercraft and personal off-road vehicles (not street-legal), boats and trailers must be parked entirely underneath the dwelling. They may not be parked in driveways, front yards or on the street. Personal off-road vehicles are not permitted to be used in the Community unless they are electric-powered. Motorcycles are not permitted to be used in the Community except for egress & ingress and on paved roads and

driveways intended for such vehicular operation. Under no circumstances shall the operation of any motor powered dirt bike be allowed at any time within the boundary of the Community. Nothing herein shall be deemed to prohibit the use of such vehicles or construction equipment required on site during the construction of any improvements on a Lot or the operation of any customary yard maintenance equipment on any Lot or on Association lands operated only in such manner and during such hours so as not to disturb other property owners. Notwithstanding anything to the contrary herein, an Owner may store his personal boat on his Lot for a period not to exceed one year commencing from the date of closing of the sale of the Lot from the Developer to the first owner of the Lot.

ARTICLE XXIII

Playground Equipment

No Owner shall construct, erect, locate or allow to remain on any Lot any playground equipment such as, but not limited to, swing sets, monkey bars, plastic swimming pools or wading pools or any other similar playground equipment.

ARTICLE XXIV

Garbage and Refuse Containment & Disposal

An individual dwelling's garbage cans and recycling bins must be screened from view of the Community streets by ACC approved

screening. They shall be emptied into the Homeowner Association provided dumpster at appropriate intervals. In no case shall garbage or refuse be left in a container after departure of the homeowner, family member or tenant, if not a full-time resident.

ARTICLE XXV

Home Businesses and Offices

It is not the intent of the Declarant or the Association to restrict home offices or businesses. However, they must comply with the Taylor County home office licensing requirements, if any, and they must not interfere with the quiet enjoyment of others or the peaceful and quiet nature of the community. No business shall be allowed that brings multiple vehicles, deliveries, or pick-ups to a residence at the same time, or any deliveries, visits, pick-ups, or appointments before 9:00 a.m. and after 3:30 p.m. on weekdays and anytime on weekends, with the exception of the Declarant.

ARTICLE XXVI

Use as Private Single Family Residence; Leasing

All Lots within the Community shall be used for residential purposes only, except for use as a Home Business as permitted in the immediately preceding Article. This Article does not prohibit an Owner from leasing his Lot. However, leasing shall only be allowed if the entire dwelling is leased. Any tenant leasing a Lot

shall be obligated to abide by the rules and regulations of these covenants and any other rules promulgated by the Association.

ARTICLE XXVII

Pool and Common Areas

Section 1. Pool Area. No glass containers of any type, including glass bottles and cups, are allowed in the pool area. The Pool shall be closed from 11 p.m. to 8:30 a.m. each day. No lifeguards will be present at the Pool and each person swims at their own risk. No children under the age of fifteen may enter the Pool area without adult supervision.

Section 2. Boat Ramp Area. No parking of vehicles and boat trailers. No fish or bait remains may be dumped in the Steinhatchee River; if fish are cleaned on the common land the remains must be plastic bagged and deposited in the dumpster. No parties or gatherings shall be allowed in the Boat Ramp Area between the hours of 11:00 p.m. to 8:30 a.m.

Section 3. River Front Common Area. No loud noise or parties shall be carried on in and around the River Front Common Area between the hours of 11 p.m. to 8:30 a.m., each day.

Section 4. Lots 2 and 9, Block A, Exclusive Boat Ramps. The boat ramps which lie due south of Lots 2 and 9, Block A, respectively, are not available for use by the Owners. The owner of Lot 2, Block A shall have the exclusive use of the boat ramp

which lies due south of said lot. The owner of Lot 9, Block A, shall have the exclusive use of the boat ramp which lies due south of said lot.

ARTICLE XXVIII

Sewer and Water Tap-Ins and Fees

Section 1. Water Tap-In and Fees. Current published fees of the Steinhatchee Water Association at time of acquiring a building permit, or, see Exhibit "B" attached hereto and by reference made a part hereof.

Section 2. Sewer Tap-In and Fees. See Exhibit "C" attached hereto and by reference made a part hereof.

ARTICLE XXIX

Waste, Refuse and Fish Cleaning

Section 1. Waste and Refuse Containment and Disposal. Waste and refuse must be contained in screened containers at each dwelling and deposited into the community dumpster when full or prior to leaving the community, if not a full-time resident.

Section 2. Fish Cleaning. If cleaned at the common facility at the boat ramp, remains must be plastic bagged and deposited in the community dumpster. If cleaned at the resident's dwelling, remains must be plastic bagged and deposited in dwelling's garbage containers.

ARTICLE XXX

Temporary Buildings, Structures or Sheds

No sheds and storage buildings will be approved by ACC, except those incorporated under the elevated first floor of the residence. No temporary sheds, offices, Park Models, or storage buildings shall be allowed, except by the Declarant or during the course of new home construction and by prior approval of the ACC with the term detailed in the ACC approval letter.

ARTICLE XXXI

Maintenance of Original Appearance

No Owner shall make or commence any alteration in exterior shape, color or appearance of the dwelling located upon his Lot, nor construct any fence, wall or other pertinent structure in a manner materially changing or altering the appearance or integrity of the Properties, or any individual Lot unless or until such changes are approved in writing and in advance by the ACC.

ARTICLE XXXII

Driveway and Walkway Construction

All driveways shall be constructed of materials approved by the ACC. Walkways from the front entrance of any residence to any sidewalk shall be constructed of such materials and shall be placed in such locations as may be approved by the ACC. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be

acceptable to the ACC.

ARTICLE XXXIV

Sight Distance at Intersections

No fence, wall, hedge, shrub plant or any structure which obstructs sight lines at elevations between three (3) and ten (10) feet above average grade of streets or roadways (measured from the center line) lying within the Community shall be placed or permitted to remain on any corner lot within a triangular area formed by the street for a roadway right-of-way or, in the case of a rounded property corner, from the intersection of such right-of-way lines as extended. No fence, wall, hedge, shrub planting or structure shall be maintained in such manner as to obstruct visibility from any alley or driveway located within the Community.

For this purpose, the same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances as set forth above unless the foliage line is maintained at a sufficient minimum and maximum height to prevent obstruction of such sight lines.

ARTICLE XXXV

Development and Declarant

No provision set forth in this Declaration shall prohibit or

prevent Declarant, its agents, contractors or subcontractors from performing work and activities as Declarant shall deem necessary, advisable or appropriate in connection with the development of River's Bend Subdivision; nor shall said provisions in any way prevent or restrict Declarant from maintaining such sign or signs on its property as it, in its sole discretion, shall deem necessary or desirable for the sale or other disposition thereof.

ARTICLE XXXVI

Limitation of Liability of Association

Notwithstanding the duties of the Association, specifically including, but not limited to, its duties and obligations to maintain or repair Association property, the Association shall not be liable to owners, their invitees, licensees or guests for injury or damage caused by any latent defect or condition of Association property required to be maintained or repair by the Association, or any injury or damage caused by acts of God or by third parties.

ARTICLE XXXVII

Termination of Declarant's Obligation

At such time as the Declarant shall sell, convey or otherwise dispose of its interest in and to all of the Lots in River's Bend Subdivision, Declarant shall be relieved of the performance of any duty or obligation set forth herein.

ARTICLE XXXVIII

General Provisions

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant may unilaterally amend these covenants at any time during the period that Class B membership exists. Upon the termination of Class B membership, then these covenants may be amended by a vote of 75% of the Class A membership. Any amendment must be recorded in the

Public Records of Taylor County, Florida.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

DATED this _____ day of _____, 2006.

**Signed, sealed and delivered
in the presence of:**

Neil P. Ryder,
A Managing Member

**STATE OF FLORIDA
COUNTY OF LEON**

Neil P. Ryder, a Managing Member of Ryder Partners III, LLC, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: _____ and that an oath was/was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

My Commission Expires:

NOTARY PUBLIC
Exhibit "A"

Legal Description(s)

Exhibit "B"

Water Fees Are Assessed per
the Steinhatchee Water Association

Exhibit "C"

Sewer Fees Agreement with Steinhatchee Landing