DECLARATION OF RECREATIONAL

COVENANTS AND RESTRICTIONS

FOR THE RIVER

THIS DECLARATION OF RECREATIONAL COVENANTS AND RESTRICTIONS is made this _____ day of _____, 198___, by BURG & DIVOSTA CORPORATION, a Florida corporation, hereinafter called the "Developer"; by THE RIVER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter called the "River Association"; by THE RIVER NORTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter called the "River North Association"; and by THE RIVER RECREATION ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter called the "Recreation Association".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property described in Exhibit "A" to this Declaration, and plans to construct thereon two (2) separate and distinct residential communities and a recreational facility to service said communities, and

WHEREAS, the Developer desires to provide for the preservation, maintenance, enhancement, mutual use and improvement of the recreational facilities to be located on that certain real property described in Exhibit "B" to this Declaration, and to this end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, changes and liens set forth herein, and

WHEREAS, the Developer has deemed it desirable for the efficient use, preservation, and maintenance of said recreational facilities to create an entity to which should be delegated and assigned the powers of owning, maintaining and administering the recreational facilities; enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and promoting the recreation, convenience and welfare of the residents of said residential communities; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida THE RIVER RECREATION ASSOCIATION, INC., a Florida corporation not-for-profit for the purpose of exercising the functions aforesaid,

NOW, THEREFORE, the Developer hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the real property, and shall inure to the benefit of each such person.

ARTICLE I

DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Recreation Association.

2. "Association" shall mean and refer to The River Recreation Association, Inc., its successors and assigns. The Association shall sometimes also be referred to as the "Recreation Association".

3. "Association Expenses" shall mean the expenses payable by owners to the Association as shall be set forth in this Declaration.

4. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.

5. "Board" shall mean the Board of Directors of the Association.

6. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in this document, and as may be amended from time to time.

7. "Developer" shall mean and refer to BURG & DIVOSTA CORPORATION, a Florida corporation, its successors and assigns.

8. "General Plan of Development" shall mean the plat of The River, as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the real property subject to this declaration.

9. "Institutional Mortgagee" shall mean any lending institution having a first lien on the Association property, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

10. "Occupant" shall mean the occupant of a single family home or townhouse unit subject to this declaration who shall be the owner, the lessee, or their respective guest.

11. "Owner" shall mean the fee simple title holder of any single family home or townhouse unit subject to this declaration, whether one or more persons or entities.

12. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit A, attached hereto and made a part hereof.

13. "Rules and Regulations" shall mean the rules, regulations, and policies which are attached to and incorporated into this Declaration, and as may be adopted by the Board from time to time by resolution duly made and carried.

14. "The River" is the name given to a planned unit development located in the Town of Jupiter, Florida, which contains two (2) separate residential communities: a single family home community and a townhouse community, and which also contains a recreation parcel for the joint and mutual use and benefit of both residential communities.

15. "The River Recreation Association, Inc.", hereinafter referred to as the "Recreation Association" or "Association", shall mean the entity owning, maintaining, and operating the recreation facilities, improvements, and buildings shown as part of The River.

16. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the recreational facilities to the Association. The transfer date shall occur 120 days after the Developer has closed the sales of 70% of the 363 single family homes and 120 days after the Developer has closed the sales of 70% of the 312 townhouse units contemplated by the general plan of development of each respective subdivision, or three years after the Developer has closed the sale of the first single family home or townhouse unit, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

1. Developer intends to build Three Hundred Sixty-three (363) single family homes in The River, and Three Hundred Twelve (312) townhouse units in The River North. The recreational facility to service both subdivisions will be constructed concurrently with the two (2) subdivisions.

2. The recreational facility should be completed not later than the Transfer Date.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. The owner of the fee simple title of record of a single family home in The River or of a townhouse unit in The River North shall be a mandatory member of the Association.

2. Each such single family homeowner or townhouse unit owner shall become a member of the Association upon acceptance of the warranty deed to his home. As a member of the Association, the owner

shall be governed by the Articles of Incorporation and the By-Laws of the Association; and shall be entitled to one (1) vote for each single family home or townhouse unit owned. Provided, however, the Developer shall retain the right to appoint a majority of the directors to the Board of Directors of the Association until the Transfer Date.

ARTICLE IV

USE OF PROPERTY

1. The recreational facilities shall be used solely for the rest, relaxation, and recreation of the owners of single family homes in The River, and of the owners of townhouse units in The River North, their respective guests, licensees, and invitees.

2. The use of the recreational facilities shall be subject to the rules and regulations regarding the Recreation Association promulgated from time to time by the Board. The rules and regulations may be modified, enlarged, interpreted, and amended by the Board in accordance with the By-Laws of the Recreation Association.

3. Should the Recreation Association be required to seek enforcement of any provision of the Declaration or the Rules and Regulations, then and in that event, the offending member (for himself or for his family, guests, invitees, or lessees) shall be liable to the Recreation Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE V

EASEMENTS

1. The Developer hereby grants a perpetual non-exclusive easement to the Recreation Association and to the members, their families, guests, and lessees upon, over, and across the sidewalks, walk-ways, and rights-of-way of property of the Recreation Association.

2. The Developer hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing the property, upon, over, across, through, and under the property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of any building located on the property, providing such company restores any disturbed area to the condition existing prior to their activity; provided, however, that no additional utility

service line or system may be installed or relocated within the property without the consent of the Recreation Association.

ARTICLE VI

MAINTENANCE OF THE PROPERTY

The Recreation Association shall maintain the open areas and the recreational facilities located on the property which shall include, but not be limited to, all grounds and landscaped areas, recreational improvements, identification signage, dumpster screening, and other such improvements. The cost to the Recreation Association of maintaining the property shall be assessed equally among the members as part of the Recreation Association expenses pursuant to the provisions of this Declaration. The determination of any expenses shall not lie solely within an individual member's discretion, but shall rest on the determination of the Board.

ARTICLE VII

RECREATION ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS, AND MAINTENANCE OF EXTERIOR AREAS

1. The costs and expenses incurred by the Recreation Association with regard to the ownership, operation, maintenance and repair of the property shall be Recreation Association expenses. All such expenses shall be payable to the Recreation Association on an equal basis by all members.

2. To defray the Recreation Association expenses, there is hereby imposed upon each member, the affirmative covenant and obligation to pay to the Recreation Association, and upon the Recreation Association the obligation to assess, collect and expend, the Recreation Association's expenses and those expenses hereinafter set forth.

A. Taxes. All taxes levied or assessed upon the property, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed on the property, including any interest penalties and other charges which may accrue on such taxes.

B. Utility Charges. All charges levied for utility services to the property, whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service.

C. Insurance. The premiums on any policy or policies of insurance required under Article XII hereof, together with the costs of such other policies of insurance, as the Board, with the consent of

the members at any meeting thereof, shall determine to be in the best interest of the Recreation Association, provided however, that fire and extended coverage on the property shall be maintained on a current replacement cost basis in an amount not less than 100% of the insurable value based on a current replacement cost.

D. Insurance Trustee. All expenses necessary to retain and continue to retain a lending institution in Palm Beach County, Florida, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Recreation Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

E. Fidelity Coverage. The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Recreation Association and all other persons who handle or are responsible for handling of the Recreation Association funds. Each fidelity insurance shall meet the following requirements.

(i) All such fidelity insurance or bonds shall name the Recreation Association as an obligee; and

(ii) Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Recreation Association, and the amount in reserve as of the end of each fiscal year of the Association; and

(iii) Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and

(iv) Such insurance or bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.

F. Reconstruction of buildings and improvements. All sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located on the property damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Recreation Association with respect to repair and the actual cost of the repair ("repair sums") shall be a Recreation Association expense for which it shall levy a special assessment against all members to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Recreation Association shall establish an account with an Institutional Mortgagee located in Palm Beach County, Florida, and deposit into such account all repair sums and all insurance proceeds collected by the "Insurance Trustee", if any, so that the amounts on

collected by the "Insurance Trustee", if any, so that the amounts on deposit will equal the costs of repair. The Recreation Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

G. Maintenance, repair and replacement. All expenses necessary to (a) maintain and preserve all recreational facilities, structures, improvements, and buildings, the property, and public road rights-of-way abutting the property, including such expenses as grass cutting, trimming, sprinkling and the like, and (b) keep, maintain, repair and replace any and all other improvements, fixtures and equipment upon such areas in a manner consistent with the structure and improvements contained therein, the covenants and restrictions contained herein, and all orders, ordinances, rules and regulations of any and all federal, state and city governments having jurisdiction thereof, as well as the Statutes and laws of the State of Florida and the United States.

H. Optional expenses. The costs of administration for the Recreation Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Declaration, notwithstanding the fact that some of these services may be expanded in providing services to collecting sums owed by a particular unit. In addition, the Recreation Association may retain a managing company or contractors to assist in the operation and performance of certain obligations of the Recreation Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Recreation Association's expense.

I. Indemnification. The costs to the Recreation Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the common areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling this specific enforcement of the provisions, conditions, covenants and restrictions, contained in the Declaration to be kept and performed by the Recreation Association and/or the members, including the payment of Recreation Association expenses.

Further, the cost of the Recreation Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any institutional mortgagee to pay any expenses or portion thereof attributable to costs to indemnify and save harmless Developer in accordance with such paragraph. Any such expense shall be reallocated amonst the members other than the institutional mortgagees.

J. Reserve funds. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the property (the "capital contributions") in the amounts determined proper and sufficient by the Board. Each member acknowledges, understands and consents that capital contributions are the exclusive property of the Recreation Association as a whole, and that no owner shall have any interest, claim or right to any such capital contributions or funds composed of the same. The Recreation Association shall be responsible for maintaining the capital contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

K. Special assessments. Any special assessment that shall be levied to defray (a) extraordinary items of expense other than those contemplated by capital contribution; and (b) such other expenses determined by the Board to be payable by the Recreation Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the By-Laws.

3. Method of Determining Assessments. The "assessments" (as hereinafter defined) for Recreation Association expenses shall be levied and paid for as follows:

A. It is hereby declared and all members agree that the expenses shall be paid by the Recreation Association out of funds assessed and collected from and paid by all members, provided, however, that the Developer shall not be required to contribute any amounts for expenses on units owned by the Developer until no remaining units are being sold in the ordinary course of business. Each member other than Developer shall be required to pay the expenses.

B. As provided in the By-Laws of the Recreation Association, the Board shall prepare an estimated annual budget which shall reflect the estimated expenses. Thereupon the Board shall allocate an equal share of the Association expenses to all members.

For the purpose of determining an equal share of expenses the number of homes ("units") in The River and The River North shall include only such units as have been conveyed to purchasers. The total number of units conveyed to purchasers shall be used as the denominator and the number "1" shall be used as the numerator for the calculation of equal shares of Association expenses. For example, if all of the units in The River and The River North have been conveyed to purchasers, the total number of units shall be Six Hundred Seventy-five (675) and therefore each member shall be liable for 1/675 of the expenses.

C. The assessments may be adjusted as necessary to allow for any change in the amount of expenses. The adjustment may be made by dividing the total anticipated expenses for the remainder of the calendar year by the total number of members other than the Developer.

D. The assessments shall be payable no less frequently than quarter-annually in advance on the first day of January, April, July and October, or otherwise as the Board may determine.

ARTICLE VIII

INSURANCE

1. Casualty. The Recreation Association shall maintain a master policy or policies to insure all recreational facilities, improvements and buildings on the property against casualty loss. This coverage shall insure 100% of the currect replacement cost of the facilities, improvements, buildings, personal property and supplies, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. The coverages will EXCLUDE the land, foundations, excavations or other items that are usually excluded from insurance coverage.

B. The coverage will INCLUDE the following:

(i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(iv) Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

(v) Steam Boiler Endorsement, if applicable, providing at least $50,000.00 coverage for each accident at each location;

(vi) Appliances delivered as original equipment, if any, or replacements of like kind and quality;

(vii) Cabinets, carpets and vinyl floor coverings installed as original cabinets or floor coverings, or replacements of like kind and quality;

(viii) Inside paint applied as original wall finishing or replacements of like kind or quality;

(ix) Non-load-bearing interior walls; and

(x) Glass sliding doors and screens for limited perils only, per policies.

C. When appropriate and possible, the policies shall waive the insurer's right to:

(i) Subrogation against the Recreation Association and against the members, individually and as a group;

(ii) The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more members.

D. In addition, the policy shall provide that:

(i) Any Insurance Trust Agreement will be recognized;

(ii) The named insured shall be the Recreation Association for the use and benefit of the members. The "loss payable" clause should show said Recreation Association or the designated insurance trustee as the trustee for each member.

2. Reconstruction and Repair after Casualty.

A. Under ordinary circumstances, property which is damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether such property should be repaired or reconstructed, the Board of Directors shall make the determination to repair or reconstruct.

B. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the overall plan of a quality development is maintained by requiring damaged property to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during that work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Recreation Association against all members in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as a Recreation Association Expense.

3. Public Liability Coverage. The Recreation Association shall obtain comprehensive general liability coverage insuring it against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of

the property and improvements located thereon, or for any other risk insured against by such policies which the Recreation Association, in its sole discretion, determines to insure against. Each policy purchased by it shall have limits of not less than $1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Recreation Association is a party. All such policies will name the Recreation Association (and the Developer until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the "Insurance Trustee" (as hereinafter defined).

4. Fidelity Bond Coverage. The Recreation Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of three months operating expenses, and the amount in reserve as of the end of each fiscal year of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

5. All insurance shall be issued by a company authorized to do business in the State of Florida.

6. The named insured shall be the Recreation Association individually and as trustee for the members covered by the policy without naming them. The Board may authorize an "Insurance Trustee" to maintain the policies and receive any proceeds of such policies.

7. Premiums on policies purchased by the Recreation Association shall be paid as a Recreation Association Expense. The Recreation Association will furnish evidence of premium payment to each mortgagee upon request.

8. All insurance policies purchased by the Recreation Association shall be for the benefit of the Association and the members as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Recreation Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the members.

9. All insurance policies purchased by the Recreation Association shall require the insurer to notify in writing the Recreation Association or the designated Insurance Trustee at least 10 days before it cancels or substantially changes the coverage.

10. The Recreation Association is irrevocably appointed agent for each member to adjust all claims arising under insurance policies, and to execute and deliver releases upon the payment of claims.

ARTICLE IX

ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. All assessments for Recreation Association Expenses, including special assessments for same, and all installments thereof, (collectively, the "assessments") with interest thereon and costs of collection, including reasonable attorneys' fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and a continuing lien upon a member's single family home or townhouse unit against which such assessments are made. Each assessment, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the home assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a home as a result of a foreclosure of mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such home or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectable from all members, as the necessity may arise in the discretion of the Board.

2. In the event any member shall fail to pay assessments or any installment thereof charged to his home within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. To accelerate the entire amount of any assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of said members funds to accomplish the needs of the Recreation Association, and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Recreation Association if it must borrow to pay expenses because of said member, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association, and such advance or loan by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Recreation Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

ARTICLE X

ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Developer, the Recreation Association, or any member may, but shall not be required to, seek enforcement of the Declaration. Any member who seeks enforcement of the Declaration shall by his actions be deemed to have indemnified the Developer and the Recreation Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

ARTICLE XI

AMENDMENTS

1. Until the closing of the first single family home or townhouse unit by Developer to an owner, other than Developer, (Amendment Date), any amendment may be made by Developer without the consent of any person.

2. After the Amendment Date, this Declaration may be amended only by consent of fifty-one percent (51%) of all members at any meeting of the Recreation Association membership in which a quorum has been obtained.

3. Prior to the transfer date, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the members or the Board; provided that such amendment is reasonable and does not adversely affect in a material manner a member's property rights. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each member and the Recreation Association as soon after recording thereof amongst the Public Records of Palm Beach County, Florida, as is practicable.

4. An amendment to the Declaration shall become effective upon the recordation amongst the Public Records of Palm Beach County, Florida.

ARTICLE XII

TERMINATION

1. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all members.

2. If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every member agrees, that the termination documents shall require that all recreation facilities, improvements, and structures shall be owned and held in equal shares by the members as tenants in common, and each member shall remain obligated to pay his prorata share of expenses to continually maintain the property.

3. The members and their grantees, successors, and assigns by acquiring title to a unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Recreation Association, the members, institutional mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

4. If the Recreation Association is terminated, the property consisting of the surface water management system operated and maintained as part of the property, if any, shall be conveyed to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XIII

MISCELLANEOUS

1. The failure of the Developer, the Recreation Association, or any member to object to a member's or other person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. The Recreation Association is required to make available to members and to institutional mortgagees current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing the Recreation Association, as well as the books, records, and financial statements of the Recreation Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances.

6. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

IN WITNESS WHEREOF, the Declaration of Recreational Covenants and Restrictions of The River has been signed by the Developer on the day and year first above set forth. The Developer has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized.

BURG & DIVOSTA CORPORATION

(Corporate Seal)

By: _____
Clifford F. Burg, President

THE RIVER RECREATION ASSOCIATION, INC.

(Corporate Seal)

By: _____
Charles H. Hathaway, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CLIFFORD F. BURG, President of BURG & DIVOSTA CORPORATION, a Florida corporation, to me known to be the officer described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 198___.

_____(SEAL)
Notary Public

My Commission expires:

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARLES H. HATHAWAY, President of THE RIVER RECREATION ASSOCIATION, INC., a Florida corporation, to me known to be the officer described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 198___.

_____(SEAL)
Notary Public

My Commission expires: