

Record and Return to:
Joseph Arena, Esq.
Becker & Poliakoff, P.A.
759 SW Federal Hwy., Ste. 213
Stuart, FL 34994

CERTIFICATE OF AMENDMENT TO THE
SOUTH RIVER SHORES
DECLARATION OF COVENANTS AND RESTRICTIONS,
ARTICLES OF INCORPORATION
OF
SOUTH RIVER SHORES ASSOCIATION, INC.
AND
BY-LAWS
OF
SOUTH RIVER SHORES ASSOCIATION, INC.
(A Not-For-Profit Corporation)

I HEREBY CERTIFY that the Amended and Restated South River Shores Declaration of Covenants and Restrictions attached to this Certificate as Exhibit "A", the Amended and Restated Articles of Incorporation of South River Shores Association, Inc., attached to this Certificate as Exhibit "B", and the Amended and Restated By-Laws of South River Shores Association, Inc. (a Not-For-Profit Corporation), attached to this Certificate as Exhibit "C", were duly adopted as amendments by the Board of Directors at a meeting held April 28, 2023 and were duly approved by the members at a special members' meeting of South River Shores Association, Inc. held on June 15, 2023.

The South River Shores Declaration of Covenants and Restrictions was recorded in the Public Records of St. Lucie County, Florida at Official Records Book 797, Page 2362, et seq. The Articles of Incorporation of South River Shores Association, Inc. were not previously recorded in the Public Records of St. Lucie County, Florida. The original By-Laws of South River Shores Association, Inc. were recorded in the Public Records of St. Lucie County, Florida at Official Records Book 1596, Page 520, et seq. Each of these documents, as well as all previous amendments to them, have been amended, superseded, and replaced in their entirety by the respective exhibits to this Certificate. Said exhibits involve substantial rewording that is so extensive that underlining and striking through the language of the original documents would hinder, rather than assist, the reader.

The written approval of the amendments by a sufficient vote of the Board of Directors of South River Shores Association, Inc. and by a sufficient vote of the members of South River Shores Association, Inc. was obtained and is reflected in the meeting minutes of South River Shores Association, Inc.

EXECUTED this 31st day of August, 2023.

Witnesses

**SOUTH RIVER SHORES
ASSOCIATION, INC.**

Signature

Linda Hall

Printed Name

Linda Hall

By:

Gail Mathews

Gail Mathews, President

Signature

Michelle Glass

Print Name

Michelle Glass

By:

Diane Lovejoy

Diane Lovejoy, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 31st day of August, 2023, by Gail Mathews, as President, and by Diane Lovejoy, as Secretary, of South River Shores Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of physical presence or online notarization who are:

☐ Personally Known or
☒ Produced Identification.

Type of Identification produced, if applicable:

FL DL exp 11/2021/12/30

(SEAL)

Linda Hall
NOTARY PUBLIC, State of Florida

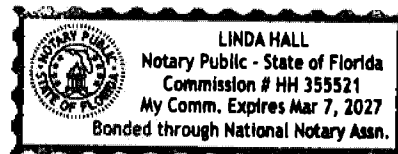


EXHIBIT "A"

**AMENDED AND RESTATED
SOUTH RIVER SHORES
DECLARATION OF COVENANTS AND RESTRICTIONS**

At a meeting of the Board of Directors of South River Shores Association, Inc. (sometimes hereinafter referred to as the "Association") held on April 28, 2023 the Board of Directors approved this Amended and Restated Declaration of Covenants and Restrictions (sometimes hereinafter referred to as the "Declaration"). At a special meeting of the members of the Association held on June 15, 2023, not less than two-thirds of the Association's members approved this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective when recorded in the Public Records of St. Lucie County, Florida and shall amend, supersede, and replace, in its entirety, the original Declaration of Covenants and Restrictions recorded in the Public Records of St. Lucie County, Florida at Official Records Book 797, Page 2362, et seq. (hereinafter "Original Declaration"), as the Original Declaration has been amended from time to time.

**PRESERVATION OF COMMUNITY COVENANTS PURUSANT TO
FLA. STAT. §712.05(2)(b)**

By and through their approval of this Amended and Restated Declaration, the Association's Board of Directors and members specifically intend to have this amendment serve to preserve the Original Declaration, as it is herein amended and restated, from Marketable Record Title Act extinguishment. As such, this instrument shall be indexed under South River Shores Association, Inc. and shall, for all purposes, serve to preserve and protect the community covenants (the Original Declaration as herein amended and restated), pursuant to the process described by Fla. Stat. §712.05(2)(b).

THIS DECLARATION declares that the real property hereinafter described, hereinafter referred to as SOUTH RIVER SHORES, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

**I. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO,
DELETIONS THEREFROM.**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Lucie County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described on Exhibit "A" attached hereto and hereinafter referred to as the "Property."

Section 2. Additional Property. Additional property, lots, units, or parcels may be submitted to the Covenants and Restrictions of this Declaration by a two-thirds (2/3rds) or greater

vote of the Association's members voting in person or by proxy at a membership meeting at which a quorum is obtained.

II. DEFINITIONS.

Section 1. Developer. As the term is hereinafter used, Developer shall mean SOUTH RIVER SHORES DEVELOPMENT CORPORATION, a Florida corporation, and its successors and assigns. At the time of the adoption of the Amended and Restated Declaration, the Developer is not known to have any remaining interest in SOUTH RIVER SHORES.

Section 2. Association. As hereinafter referred to, Association shall mean SOUTH RIVER SHORES ASSOCIATION, INC., a Florida not for profit corporation (the "Association"). The Association is organized as a homeowners' association, pursuant to Chapter 720, Fla. Stat., as amended from time to time, and shall have all the rights, privileges, and obligations set forth in said Chapter, as said Chapter may be amended from time to time. Every Owner of a lot in SOUTH RIVER SHORES is automatically a member of the Association and is subject to the Covenants and Restrictions of this Declaration as well as such rules and regulations as the Association's Board of Directors may adopt and amend from time to time.

Section 3. Architectural Review Committee ("ARC"). As hereinafter referred to, the ARC shall mean a committee consisting of a minimum of three (3) persons who shall be designated, appointed, and removed by the Board of Directors. The purpose of the ARC shall be as set forth in Article VI herein.

III. PROPERTY RIGHTS.

Section 1. Title to Common Area. The common areas in the Property shall be the entry features, landscape features, streets, roads, the wetland conservation area, and the upland buffer easement depicted as Tract "W" on the Plat of SOUTH RIVER SHORES, and such easements as appear of record as well as any additional property added pursuant to Article I, Section 2 of this Declaration as common areas. The common areas shall be owned by and maintained by the Association unless their maintenance is otherwise dedicated on the Plat of SOUTH RIVER SHORES.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment to use the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

A. Rules and regulations governing use and enjoyment of the common areas adopted by the Board of Directors;

B. Restrictions contained on any and all plats of all or any part of the streets, roads, and easements filed separately with respect to all or any part or parts of the Property;

C. The right of the Association to levy suspensions, pursuant to Fla. Stat. §720.305, as amended from time to time;

D. The Covenants and Restrictions contained in this Declaration;

E. Any use restrictions described by signs posted by the Association; and

F. The Association's right to close portions of the common areas from time to time for maintenance and/or when deemed appropriate to protect the health, safety, and welfare of residents.

Section 3. Easement rights in the common areas enjoyed by Owners shall extend to the members of their families residing with them as well as to their tenants, guests, and invitees. However, no guest or invitee of an Owner may use the common areas unless accompanied by the Owner or by a member of his or her family who resides with him or her.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Section 1. Membership. Every person or entity who is a record owner of a lot, shall be a member of the Association; provided that any such person or entity who holds such 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. Irrespective of the number of occupants, owners, partners, etc., each lot shall be represented by one membership.

Section 2. Voting Rights. Each member shall be entitled to one (1) vote as hereinafter provided (i.e., one vote per lot). However, members' voting rights may be suspended for the nonpayment of any fee, fine, or other monetary obligation that is more than 90 days' delinquent pursuant to the process set forth in Fla. Stat. §720.305(4), as amended from time to time.

V. COVENANT FOR ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any lot within SOUTH RIVER SHORES (by acceptance of a deed therefor, 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; such assessments to be fixed, established, and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum, late fees, and costs of collection (including reasonable attorney's fees), shall be charged on the land and shall be continuing lien upon the lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets and roads or abandonment of the same. The priority of the Association's lien for assessments shall be as set forth within Fla. Stat. §720.3085(1), as amended from time to time.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of paying proper common expenses, including but not necessarily limited to, promoting the recreation, health, safety, and welfare of the residents in SOUTH RIVER SHORES, improving and maintaining on-site and off-site entrance guardhouses, planting areas, and special paving features within the ingress and egress roadways from the Northerly boundary line of Tract "A" to the South edge of Oak Ridge Drive at the main entrance to the Property and to the South edge of Carpenter Street at the emergency access

and the common areas 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 undertaking by, the Association.

Section 3. Approval of Annual Assessments. Assessments shall be set by the Board of Directors. Any Board of Directors' meeting at which the levying of assessments will be considered must be noticed to the membership as required by Fla. Stat. §720.303(2), as amended from time to time.

Section 4. Uniform Rate of Assessments. All regular and special assessments shall be at a uniform rate for each lot in SOUTH RIVER SHORES.

Section 5. Special Assessments. 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 capital improvement project (as distinguished from maintenance of the common areas); *provided* that any such special assessment shall have been approved by at least two-thirds (2/3rds) of the 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 fourteen (14) days in advance and shall set forth the purpose of the meeting. Notwithstanding, the Board of Directors may levy special assessments to be used to fund maintenance of the common areas and/or operating deficits not caused by capital improvement projects at any time without membership approval.

Section 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 a 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.

Section 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 in advance of such date or period. Written notice of the assessment shall be sent to every Owner prior to the assessment's due date.

Estoppel certificates shall be prepared and delivered when required by Fla. Stat. §720.30851, as amended from time to time.

Section 8. Effect of Non-Payment of any Assessment; the Lien, the Personal Obligation, and Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent.

If the assessment is not paid within thirty (30) days after the due date, which shall be set by the Board of Directors, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Owner shall additionally be charged a late fee to be calculated at the greater of \$25.00 or 5% of the delinquent assessment; and the Association may, at any time thereafter, bring an action to foreclose its continuing lien for assessments against the lot(s) in like manner as a foreclosure of a mortgage on real property and/or bring a suit on the

personal obligation against the Owner(s) and there shall be added to the amount of such assessment, late fees, 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. The Association shall have all of the assessment collection remedies set forth within Fla. Stat. §720.3085, as amended from time to time.

Section 9. Subordination of Lien of Mortgages. The lien of the assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, and in any other proceedings in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any lot from liability for any assessments coming due after the foreclosure sale or after any deed in lieu of foreclosure. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination. Notwithstanding the subordination of the Association's lien for assessments to the lien of first mortgages, any person or entity acquiring title to a lot in SOUTH RIVER SHORES via the foreclosure of a mortgage or via a deed in lieu of foreclosure shall be liable to the Association for unpaid assessments as set forth within Fla. Stat. §720.3085(2), as amended from time to time.

Section 10. Exempt Property. All property, except that which is legally platted into individual lots, shall be exempt from assessments. Notwithstanding any provision herein, no land or improvements devoted to dwelling shall be exempt from said assessments, charges, or liens.

Section 11. Bankruptcy and Mortgage Foreclosure. In the event that the Association incurs attorneys' fees and/or costs arising from an Owner's bankruptcy or from a mortgage foreclosure case brought against an Owner, such attorneys' fees and/or costs shall be recoverable from the Owner.

Section 12. Individual Assessments. Individual assessments may be levied against individual Owners for costs incurred by the Association repairing damage to common areas that is caused by the negligence or willful misconduct of such Owners, or of their family members, tenants, licensees, guests, or invitees. Unless another due date is specified by the Board of Directors, individual assessments shall be due upon the Owner's receipt of notice of the amount of the individual assessment. The Association shall have the same rights and remedies when pursuing the collection of individual assessments as apply to other assessments.

VI. ARCHITECTURAL CONTROL.

Section 1. Necessity of Architectural Review and Approval. No exterior improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape decoration or object, or other improvements shall be commenced, erected, placed, or constructed upon any lot, nor shall any exterior addition, change, or alteration of a lot or residence be made, unless and until the plans, specifications, and location of the same shall be submitted to, and approved in writing by, the ARC. All plans and specifications shall be evaluated as to the harmony of external design, color, size, type, materials, appearance, and location in relation to surrounding

structures and topography and as to conformance with the Architectural Landscape Controls and Design Guidelines attached hereto and incorporated herein as Exhibit "B" as well as with any additional guidelines and standards that may be adopted, amended, and published by the ARC from time to time pursuant to Fla. Stat. §720.3035, as amended from time to time. The ARC may not withhold approval from any Owner who has sought the ARC's approval to install one or more exterior improvements described as allowed options by the Architectural Landscape Controls and Design Guidelines and/or described as allowed options by other architectural guidelines and standards published by the ARC. However, the ARC may disapprove a proposed exterior alteration of an Owner's lot that is not described as an allowed option by the Architectural Landscape Controls and Design Guidelines and/or by other architectural guidelines and standards published by the ARC and that is, in the judgment of the ARC, inconsistent with the appearance and character of the residences and other structures in the Association's community. Notwithstanding Article VIII, Section 4 of this Declaration, the Architectural Landscape Controls and Design Guidelines may be amended and/or restated from time to time by the ARC and without the need for membership approval.

Section 2. Architectural Review Committee (ARC). The architectural and control functions of the Association shall be administered and performed by the ARC. The ARC shall hold meetings that are open to members, in accordance with Fla. Stat. §720.303(2), as amended from time to time. The ARC shall make final architectural decisions on behalf of the Association; however, the Board of Directors may overrule an ARC disapproval decision for good cause shown.

Section 3. Maintenance Excluded. Nothing contained in this Article VI shall be construed as requiring an Owner to seek and/or obtain ARC approval prior to performing maintenance upon his or her lot or residence provided that such maintenance does not result in a material alteration of the appearance of the exterior of such Owner's lot or residence.

VII. RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. However, unobtrusive business activities on lots that are incidental to the lots' primary residential use and that do not cause any nuisances, such as having a home office that is not visited by customers or clients, shall be permitted. Fifty percent (50%) of the total area of each lot shall remain as open space. No mobile home or manufactured home building may be erected on any lot and no garage sales may be conducted on any part thereof. No building or other improvement shall be erected upon any lot without prior ARC approval thereof, as elsewhere herein provided. No lot shall be divided, subdivided, or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership and unless such action is approved by the ARC in writing. When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within eight (8) months. No outbuilding, including any doghouse, shall be built or used separately from the principal structure on the lot.

Section 2. No Temporary Buildings. No tents, trailers, campers, motor vehicles, boats, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without written consent of the Board of Directors.

Section 3. Antennas. No aerial or antenna shall be placed or erected or affixed in any manner to any building in SOUTH RIVER SHORES, except a satellite dish may be erected and maintained to the extent such may be required to be permitted by applicable law.

Section 4. Vehicles. No boats, trailers, trucks (other than pick-up trucks), campers, motor homes, recreational vehicles, golf carts, or other motor vehicles, except for four-wheel passenger vehicles and pick-up style trucks, shall be placed, parked, or stored upon any lot for longer than seven (7) consecutive days or for longer than thirty (30) nonconsecutive days in any calendar year, unless garaged or completely screened from the view of the roads or adjacent dwellings.

Section 5. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARC.

Section 6. Vehicle and Boat Storage Areas. No automobile garage shall be enclosed or converted to other use. No carports shall be permitted. All garages must have doors that are to be maintained in operational condition. All motor boats and recreational vehicles shall be stored behind the vertical plane formed by the front of the home constructed on a lot, and they shall be screened from view in a manner approved by the ARC.

Section 7. Landscaping. No land clearing, filling, grading, shrub or tree removal, or pruning, or any redesigning of landscaping shall be done until the Owner of a lot in the subdivision, his or her heirs, successors, or assigns, shall have submitted to the ARC, detailed plans for the work that is proposed to be done and shall have received from the ARC, written approval of the proposed work. When construction is proposed on any lot, landscaping plans must be submitted for written approval prior to commencement of construction, and the ARC shall require a minimum expenditure for landscaping of \$12,500.00 per lot (with appropriate credit for preservation of existing vegetation), exclusive of the cost of cabbage palms and also exclusive of sod, fill, irrigation, and clearing. Landscaping plans for new construction on a lot shall include the installation of a row of palm trees adjacent to the canal, and the ARC may establish guidelines and standards concerning the number and type of palm trees required.

Section 8. Nuisances. Nothing shall be done or maintained on any lot which may be or become an annoyance or nuisance to 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 which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 9. Signs. No sign of any type shall be allowed to be displayed on any lot except for signs that are expressly permitted by Fla. Stat. §720.304, as amended from time to time, and except for signs that have been approved by the ARC.

Section 10. Pets. No animals shall be kept or maintained on any part of the Property except for dogs, cats, and birds. All dogs, cats, and birds must be kept under their owner's or caretaker's control at all times while outdoors and must not become a nuisance by barking, biting, aggressive behaviors, or other acts. The Board of Directors may make and amend rules and

regulations restricting animal breeds, requiring proof of animal vaccinations, limiting the number of pets that may be kept by a single household, and limiting the size of dogs, cats, and/or birds that are permitted. If a dog, cat, or bird is taken outdoors, its owner or caretaker must promptly pick up and dispose of the dog's, cat's, or bird's feces.

Section 11. Hurricane Protection. There shall be no deployed shutters on homes for any periods of time except as follows:

a. Homes Under Construction: Homes under construction may be boarded up only during periods of a hurricane or tropical storm watch or warning. All boarding must be removed as soon as practicable after expiration of said watch or warning and in no event any later than seven (7) days following such expiration.

b. Completed Homes:

(1) Hurricane shutters may be installed on completed homes but may only be deployed during periods of a hurricane watch or warning or during a severe storm event and must be removed within a reasonable amount of time not to exceed seven (7) days after the hurricane watch or warning has been lifted unless another storm is forecast.

(2) Hurricane shutters may be installed on completed homes for no longer than thirty (30) days to accommodate absence due to vacation or other personal matters in the time frame beginning June 1st and ending November 30th, provided that:

- (a) The Owner notifies the Board of Directors in writing prior to the placement of the hurricane shutters and provides emergency contact information for the period of absence.
- (b) Hurricane shutters must be manufactured shutters (i.e., no plywood or other construction materials are to be used).
- (c) Hurricane shutters must be removed within five (5) days of the Owner's return but not beyond the thirty-five (35) day period.
- (d) The ARC may, but is not required to, establish guidelines and standards for the types of hurricane protections that will be allowed.

Section 12. Topography. There shall be no change in the topography and/or elevation of lots without the permission of the ARC.

Section 13. Maintenance. No refuse pile, garbage pit, or unsightly objects shall be allowed to be placed or allowed to remain anywhere on any lot; and in the event that any Owner shall fail or refuse to keep his or her lot free of garbage pits, 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 so that they shall not be visible from adjoining lots or common areas. The owner of any lot, upon which there is a retaining wall or part thereof, shall be solely responsible for maintenance of any such retaining wall or part thereof. In addition, owners shall maintain their lots' landscaping in good condition as well as undertake the regular maintenance of their residences, driveways,

mailboxes, lampposts, and any other improvements constructed on their lots so that such items remain in good condition.

Section 14. Wetlands. The Developer previously dedicated Tract "W" and the upland buffer easement contained on Lot 32, as shown on the plat hereof, to the Association, and the same shall be conservation areas and are hereby declared to be common areas to be the perpetual maintenance obligation of the Association, its successors and assigns. Tract "W" may in no way be altered from its natural state. Activities prohibited within the wetland area depicted on the Plat (Tract "W") include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances, such as trash; removal or destruction of trees, shrubs or other vegetation; excavation, dredging, or removal of soil material, diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wild life habitat conservation or preservation.

Section 15. Construction Damage Deposit. This Section shall apply to construction on a lot of any kind exceeding \$25,000.00 in aggregate costs and/or resulting in the use of SW River Shore Drive by vehicles exceeding one (1) ton either by classification or by actual weight. Prior to the commencement of any such construction, either the Owner or the Owner's contractor shall deposit with the Association the sum of \$2,000.00 to be held until such time as the Board of Directors has inspected for the following:

- a. Any damage to common areas, swales, drainage facilities, roads, rights of way, sprinklers, or other irrigation systems whether in the common areas or private residences; using the utilities of private residents without permission; and street clean-up for excessive dirt and debris. Repairs, replacements, or reimbursements will be paid from these deposit monies.
- b. Conformity of installed landscaping with any landscaping plans that were approved by the ARC.
- c. All construction having been completed and all construction liens released.
- d. All contractor signs having been removed.
- e. All required governmental permits having been issued and closed out for the work performed.

Deposited monies will be returned when the above inspection has been completed, all terms have been complied with, and the Owner has provided the Board with a copy of the Certificate of Occupancy for the improvement, if applicable. The aforesaid damage deposit shall be returned to the Owner, less the cost of any damages not remedied to the satisfaction of the Board of Directors.

Section 16. Leasing.

- a. No lot or residence in SOUTH RIVER SHORES or any portion thereof shall be leased: (1) for a term of less than 120 consecutive days or (2) more than one time in any 12-month period. In addition, advertising any lot or residence or any portion

thereof as available for lease for a term of less than 120 consecutive days shall be a violation of this Declaration.

b. The Owner of the lot or residence shall remain responsible for all assessments and for compliance with all covenants set forth in this Declaration, the Association's Articles of Incorporation, By-laws, and rules and regulations. A violation of any provision of any of such documents by the tenant shall also be a violation by the Owner. Before taking possession, each tenant shall sign a statement provided by the Association that acknowledges that such tenant has been provided with a copy of each of the above documents, has reviewed them, and understands that he or she is bound by them.

Section 17. Sales. No sale, transfer, or conveyance of any lot or any portion of a lot shall be valid without the Association's written approval. By submitting a completed purchaser application, persons desiring to acquire title to a lot or to any portion of a lot shall be deemed to consent to a background check and/or credit check. The Association may disapprove a sale, transfer of title, or conveyance without any obligation to supply a substitute purchaser if: (1) it is found that within seven years preceding the date of the application's submission any of the prospective purchasers have filed for bankruptcy, been foreclosed for the failure to make mortgage or assessment payments, been evicted for the nonpayment of rent, or had a judgment for an unpaid debt entered against them which remains unsatisfied; (2) it is found that within ten years of the date of the application's submission any of the prospective purchasers or occupants have been convicted of any felony involving violence, theft, fraud, or a minor victim; (3) it is found that any of the prospective purchasers or occupants have been designated as sexual predators pursuant to Fla. Stat. §775.21, as amended from time to time; or (4) one or more of the prospective purchasers have not signed acknowledging his or her receipt of a copy of the Association's Declaration of Covenants and Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations, and architectural guidelines and standards. Any sale, transfer of title, or conveyance that is not approved by the Association shall be void and shall convey no interest. However, this Article VII, Section 17 shall not apply to transfers of title of a lot which result from foreclosures, deeds given in lieu of foreclosure, tax deed sales, transfers of a lot into a trust for estate planning purposes, and transfers approved by a court in connection with a death or divorce. If a sale, transfer of title, or conveyance is to an entity or trust, then the intended occupants shall submit a completed purchaser application and shall otherwise submit the sale, transfer of title, or conveyance to the approval/disapproval process set forth in this paragraph.

VIII. GENERAL PROVISIONS.

Section 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 lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of at least two-thirds (2/3rds) of the lots has been recorded, rescinding same in whole or in part, coinciding with the recording of the signed instrument unless some other rescission date is specified and regardless of the end of the then-current term. 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, the right, but not the obligation, to proceed at law or in equity to compel 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 or Owners, *provided* such proceeding results in a finding that such Owner was in violation of said Covenants and Restrictions. Expenses of litigation shall include a reasonable attorney's fee incurred by the Association in seeking such enforcement. In addition to the foregoing, the Association shall, without limitation, have all of the fining and suspension powers provided by Fla. Stat. §720.305, as amended from time to time.

Section 2. Notices. Any notices 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, postage prepaid, 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. In addition, Owners who provide their email addresses to the Association shall be deemed to consent to receiving electronic notifications via email unless they specifically notify the Association otherwise in writing. Electronic notifications sent via email (as well as any documents attached) shall be deemed provided when the email is sent, and the Association is not responsible for receipt and/or for the recipient's ability to open any attachment. However, if an Owner reports to the Association that he or she cannot open any attachment, he or she shall be mailed a paper copy of the attachment.

Section 3. Severability. 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.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument approved by Owners holding not less than two-thirds (2/3rds) of the voting interests of the membership.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include either gender.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the public records of St. Lucie County, Florida.

Section 7. Amendments. Any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

EXECUTED this 31st day of August, 2023.

Witnesses

**SOUTH RIVER SHORES
ASSOCIATION, INC.**

L Hall
Signature

Linda Hall
Printed Name

Michelle Glass
Signature

Michelle Glass
Print Name

By: Gail Mathews
Gail Mathews, President

By: Diane Lovejoy
Diane Lovejoy, Secretary

STATE OF FLORIDA)

) ss.

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 31st day of August, 2023, by Gail Mathews, as President, and by Diane Lovejoy, as Secretary, of South River Shores Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of / physical presence or online notarization who are:

☐ Personally Known or

☒ Produced Identification.

Type of Identification produced, if applicable: FL DL Exp 11/26/23

[Signature]
NOTARY PUBLIC, State of Florida

(SEAL)

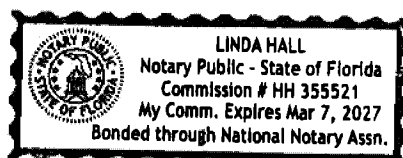


EXHIBIT "A"

To the Amended and Restated South River Shores
Declaration of Covenants and Restrictions

Tract "A" of PORT ST. LUCIE SECTION THIRTY-NINE,
according to the Plat thereof, as recorded in
Plat Book 15, Pages 30A through 30C, of the Public
Records of St. Lucie County, Florida, also known as
SOUTH RIVER SHORES according to the entire plat
thereof, as recorded in Plat Book 31, Pages 6, 6A, 6B
and 6C, of the Public Records of St. Lucie County,
Florida.

*EXHIBIT "B" TO THE AMENDED AND RESTATED SOUTH RIVER SHORES
DECLARATION OF COVENANTS AND RESTRICTIONS*

**ARCHITECTURAL LANDSCAPE
CONTROLS AND DESIGN GUIDELINES**

Terms used in these Guidelines shall have the same definitions as are set forth in the Association's Amended and Restated Declaration of Covenants and Restrictions, unless the context clearly indicates otherwise.

I. ARCHITECTURAL REVIEW BOARD

It is the intent of SOUTH RIVER SHORES ASSOCIATION INC., a Florida corporation to create a general plan and uniform scheme of development of the Property to create within the Property a residential community of high quality and harmonious improvements. Accordingly, the Architectural Review Committee (the "ARC"), shall have all the powers and duties set forth in the Declaration and By-Laws.

II. ARCHITECTURAL RESTRICTIONS

Section 1. Restrictions on Single-Family Lots. The following restriction shall apply to single-family lots:

A. Floor Area. Each single-family residence constructed on a lot in SOUTH RTVER SHORES shall have a minimum floor space area of 2,000 square feet under air. A two (2) story single-family residence shall have a minimum square footage of 3,000 square feet under air. The calculation of square footage shall not include garages, covered walkways, open and/or screened porches, patios, and pool areas. Square footage measurements shall be taken from exterior walls of single-family residences.

B. Set Backs.

- (1) Front: 45 foot minimum from the south edge of the road.
- (2) Sides: Side setbacks for all buildings and other improvements constructed through September 1, 2023 are hereby grandfathered for as long as such buildings and other improvements constructed prior to September 1, 2023 remain standing. After September 1, 2023, side setbacks shall be the greater of 10 feet or the side setback distance set by St. Lucie County, Florida's code and ordinances.
- (3) Rear: in accordance with Port St. Lucie Zoning Code and applicable ordinances.

C. Garages. Each single-family residence shall have sufficient enclosed garage space for a minimum of two automobiles. No carports or other vehicle storage structures will be permitted. Owners may store recreational vehicles, trailers, boats, trucks, campers, and golf carts on their lots in areas other than in enclosed garages for no longer than seven (7) days. Storage of any such items for longer periods, except within an enclosed garage, shall not be allowed.

D. Omitted.

E. Omitted.

F. Plats. In addition to the Declaration, the Property shall be subject to the additional covenants, restrictions, reservations, and other terms and provisions set forth in the plats of portions of the Property, which were recorded in the public records of St. Lucie County, Florida. Also, each Owner must comply with all applicable governmental laws, regulations, and ordinances of the federal government, the State of Florida, and the City of Port St Lucie, and St. Lucie County pertaining to construction, building, permits, maintenance, and structures. An Owner's failure or refusal to do so may be considered a nuisance and/or violation of the Declaration. Additionally, plans that are known not to comply with applicable governmental laws, regulations, codes, and/or ordinances may be disapproved by the ARC.

G. Roofs. The Association's Board of Directors may maintain pictures or samples of roofing materials and colors that will be allowed. Only the following roof styles and materials shall be permitted: cement tile, barrel tile, Bahamian style tile, or fiberglass mildew-resistant architectural shingles with a minimum weight of 240 lbs., and 6112 roof pitch. Metal roofs are also permitted provided that "hidden fastener" type construction is used and that the color of the metal roofing materials conform to pictures and/or samples of acceptable roof materials maintained by the Board of Directors.

H. Post Lights. Black post lights with photocells shall be the only type of post lights allowed. Post light shall display house numbers and conform to neighboring homes in terms of post light height. Post lights are to be placed 3 feet from the edge of the lot's concrete driveway and 15 feet from the edge of the road.

I. Landscaping. Plans to install landscaping on a lot with a newly constructed residence shall require the expenditure of at least \$12,500.00 per lot (with appropriate credit for preservation of existing vegetation), exclusive of the cost of cabbage palms and also exclusive of sod, fill, irrigation, and clearing. Landscaping plans shall limit the total amount of sod, identify species which are to be permitted, and foster the use of dry sandy soils. Elements to be included are:

- (1) Full Floratam SOD is required from the edge of the road to the rear lot line. Bahia SOD is acceptable from the rear lot line to the top of the bank.
- (2) All house and pool equipment must be screened by landscaping.
- (3) Live Oak trees or Southern Magnolia trees are to be placed on each side of the driveway with three-inch to four-inch trunks when planted and are to be approximately twelve feet in height. Such trees should be placed five feet from the edge of the concrete driveway or such other distance amenable to the ARC (which the ARC shall have the right to measure) and twenty-five feet from the edge of the road. If these trees die, become diseased, or become severely damaged, they must be replaced with either another Live Oak tree or with a Southern Magnolia tree with three-inch to four-inch trunks at maturity and that is approximately twelve feet in height.
- (4) Cabbage Palm trees are to be placed on the rear lot line to match the height of existing palms on neighboring properties. The palms shall have clean trunks and be

spaced at equidistant intervals, with the first palm to be placed ten feet from the property line. Except for unimproved lots, each lot shall have at least five (5) Cabbage Palm trees along its rear lot line.

(5) No shrubbery that forms a fence-like hedge shall extend beyond the pool enclosure or house—whichever is closest to the C-24 canal.

J. Privacy of Adjacent Neighbors. The privacy concerns of adjacent neighbors may be considered by the ARC when a property owner builds a new single-family residence or any addition to an existing residence in SOUTH RIVER SHORES. The adjacent neighbors to the property that is being improved shall have (60) sixty days after the completion of construction or issuance of a certificate of occupancy to address (in writing) any privacy concerns that may arise. If adjacent neighbors have any privacy concerns, the property owner making such improvements shall address their concerns (in writing) within (30) thirty days after being notified. The ARC may dismiss the concerns or find that landscape screening material is required to satisfy the privacy concerns of the adjacent neighbors. In the case of the latter, the Owner shall submit a new or revised landscape plan to the Architectural Review Committee that shows the added landscape screening material. No landscaping improvements or modifications may be made prior to the ARC's approval of landscape plan. All costs associated with the landscape plans, landscape screening material, installation, maintenance, and replacement of any landscaping screening material that may be necessary, shall be paid by the property Owner who builds a new single family residence or an addition or modification to an existing residence in SOUTH RIVER SHORES.

K. House Colors. The acceptable color schemes for the exteriors of residences and other structures built on lots in the Association are maintained in a booklet or binder that is in the possession of the Board of Directors and that is available to be borrowed. It is also believed that the acceptable color schemes are on file with the Port Saint Lucie, Florida Sherwin Williams store. No Owner may change the exterior paint color of his or her residence or other structures on his or her lot by introducing new colors other than those identified in and consistent with acceptable color schemes as identified within the booklet or binder that is maintained by the Board of Directors. The ARC shall not approve changes in exterior colors or exterior color schemes that are not consistent with those colors and color schemes identified within the booklet or binder as acceptable. However, an Owner may maintain his or her home by re-painting it the same colors and color schemes that it is currently painted and that were previously approved by the ARC, whether or not those colors and color schemes are currently identified within the booklet or binder as acceptable.

L. Fences. The acceptable colors, materials, and designs for fences built on lots in the Association are maintained in a booklet or binder that is in the possession of the Board of Directors and that is available to be borrowed. No Owner may paint or install a fence on his or her lot that does not conform to the acceptable fence colors, materials, and designs. No fence may be taller than 48", nor may have a width exceeding the pool enclosure or house, nor may extend into a backyard further than the furthest boundary of the pool enclosure from the house, nor may be visible from the road.

M. Driveway Colors. Driveways may not be painted except with natural tones (grey, beige, and/or various shades of white).

N. Hurricane Protection Specifications. Each residence in the Association shall have hurricane protections consisting of accordion-style closable shutters matching the color of the residence, hurricane impact glass, or removable corrugated shutter panels. Plywood may not be used as hurricane protection. Anytime that the National Oceanic and Atmospheric Administration or the National Hurricane Center declares a hurricane watch or warning affecting any portion of St. Lucie County, Florida, Owners may close, operate, or otherwise put into place their lot's hurricane protections and secure all outdoor items that may become projectiles in high winds. Once the hurricane watch or warning has been lifted, Owners shall, within a reasonable amount of time not to exceed seven (7) days, open, take down, or otherwise remove all of their lot's hurricane protections that were put into place as the result of the hurricane warning. If a residence is occupied, its Owner may not cover windows, doors, and other exterior surfaces with hurricane shutters except when a severe storm is expected.

O. Security Cameras. Each Owner may install mounted security cameras on his or her residence provided that such cameras are discreet and are installed so that they are only capable of viewing and recording portions of the Owner's lot.

P. Signs. Security signs are permitted as required by Fla. Stat. §720.304(6), as amended from time to time. Signs consistent with Fla. Stat. §767.04, as amended from time to time, are permitted.

Q. Pools, Spas, and Hot Tubs. No above-ground pools or spas shall be permitted in the Association. Hot Tubs may be in-ground or above-ground. Pools, Spas, and Hot Tubs must be fenced-in or screened-in.

R. Surface Materials. Residences may have exterior surface wall styles that are either stucco, brick, stone, and Hardie Board. Metal siding is permitted only for the trim. No other residence exterior surface wall styles shall be allowed.

S. No person may add or remove trees or other landscaping on the Common Areas without the prior approval of the Board of Directors to do so.

EXECUTED this 31st day of August, 2023.

Witnesses

**SOUTH RIVER SHORES
ASSOCIATION, INC.**

[Signature]
Signature

Linda Hall
Printed Name

By: [Signature]
Gail Mathews, President

[Signature]
Signature

Michelle Glass
Print Name

By: [Signature]
Diane Lovejoy, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 31st day of August, 2023, by Gail Mathews, as President, and by Diane Lovejoy, as Secretary, of South River Shores Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of ☒ physical presence or ☐ online notarization who are:

☐ Personally Known or
☒ Produced Identification.

Type of Identification produced, if applicable: FL DL Exp 11/26/12/30

[Signature]
NOTARY PUBLIC, State of Florida

(SEAL)

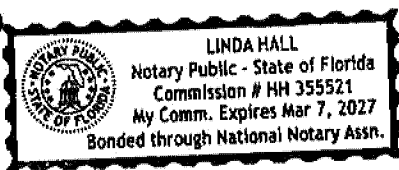


EXHIBIT "B"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOUTH RIVER SHORES ASSOCIATION, INC.**

At a meeting of the Board of Directors of South River Shores Association, Inc. (sometimes hereinafter referred to as the "Association") held on April 28, 2023 the Board of Directors approved these Amended and Restated Articles of Incorporation (sometimes hereinafter referred to as the "Articles"). At a special meeting of the members of the Association held on June 15, 2023, not less than two-thirds of the Association's members approved these Amended and Restated Articles. These Amended and Restated Articles shall become effective when recorded in the Public Records of St. Lucie County, Florida and shall amend, supersede, and replace, in its entirety, the original Articles of Incorporation, as the original Articles of Incorporation have been amended from time to time.

Terms used in these Articles shall have the same definitions as are set forth in the Association's Amended and Restated Declaration of Covenants and Restrictions, unless the context clearly indicates otherwise.

The Association was incorporated as a not-for-profit corporation and homeowners' association pursuant to Chapters 617 and 720, Fla. Stat., as amended from time to time.

**ARTICLE I
NAME**

The name of the corporation is:

SOUTH RIVER SHORES ASSOCIATION, INC.

The corporation's mailing address shall be:

2658 SW River Shore Drive, Port St. Lucie, FL 34984.

However, the corporation may change its mailing address from time to time without the need to amend these Articles.

**ARTICLE II
PURPOSES**

The purposes and objects of the corporation are such as are authorized under Chapter 617 of the Florida Statutes, as amended from time to time, and include, to the extent set forth in the Declaration, providing for the maintenance, preservation, administration, and management of SOUTH RIVER SHORES, a subdivision according to the Plat thereof, recorded on May 6, 1992, in the public records of the County of St. Lucie, State of Florida, in Plat Book 31, Pages 6, 6A

through 6C (the "Plat"). The corporation shall have and hereby accepts the perpetual obligation to maintain the wetland and associated buffer zone depicted as Tract "W" on the Plat.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings but no part of any net earnings that do occur shall inure to the personal benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (i) total common expenses for which payment has been made or liability incurred within the taxable year; and (ii) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and may be used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each Owner may be credited with the portion of any excess that is proportionate to his or her interest in the common elements of the subdivision.

The Association shall have all of the rights, privileges, and duties set forth within Chapter 720, Fla. Stat., as amended from time to time.

ARTICLE III MEMBERS

Each lot within the subdivision (the "Unit") shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such Unit, except that no person or entity holding title to a Unit as security for performance of an obligation shall acquire the membership appurtenant to such Unit by virtue of such title ownership. In no event may any membership be severed from the Unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise voting rights as set forth in the Declaration.

ARTICLE IV REGISTERED OFFICE AND AGENT

The registered agent of the corporation is:

Becker & Poliakoff
759 SW Federal Highway, Suite 213
Stuart, FL 34994

However, the corporation may change its registered agent from time to time without the need to amend these Articles.

ARTICLE V
INCORPORATORS

The names and residences of the people who initially formed the corporation are as follows:

HARVEY KOEHNEN
1229 S.E. Port St. Lucie Blvd.
Port St. Lucie, Florida 34952

ANGELO NADALIN
1229 S.E. Port St. Lucie Blvd.
Port St. Lucie, Florida 34952

ROBERT QUINN
1229 S.E. Port St. Lucie Blvd.
Port St. Lucie, Florida 34952

ARTICLES VI
DIRECTORS

The Association's directors shall be elected or appointed in accordance with the Bylaws of the corporation.

ARTICLE VII
OFFICERS

The Association shall have officers as set forth in the Association's Bylaws.

ARTICLE VIII
BYLAWS

The Association's Amended and Restated Bylaws have been adopted concurrently with the adoption of these Amended and Restated Articles.

ARTICLE IX
POWERS OF CORPORATION

To promote the health, safety, and welfare of the residents of the subdivision, the corporation may, but is not required to:

1. Exercise all of the powers and perform all of the duties of the corporation as set forth in the Declaration and Bylaws, as those documents may from time to time be amended.
2. Determine, levy, collect, and enforce payment by any lawful means of all assessments, and pay such common expenses as the same become due.

3. Engage the services of a professional corporate management agent and delegate to such agent any of the powers or duties granted to the Association under the Bylaws and Declaration other than the power to engage or discharge such agent.

4. Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority, entity, or utility upon the approval of not less than two-thirds (2/3rds) of the members.

5. Have and exercise any and all rights, privileges, and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Florida Statutes, as amended from time to time.

6. Have and exercise any and all rights, privileges, and powers which may be held or exercised by a homeowners' association under Chapter 720, Fla. Stat., as amended from time to time.

7. To borrow money upon the authorization of the Board of Directors and to pledge such collateral as is deemed prudent by the Board of Directors.

ARTICLE X DISSOLUTION

This corporation may be dissolved at any time with the written consent of 80% of all the members thereto. Upon dissolution, the assets of the corporation shall be dedicated to an appropriate municipality, public agency, entity, or authority to be used for purposes similar to those for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any non-profit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

ARTICLE XI AMENDMENT

A proposal to amend these Articles shall be approved upon receiving a majority vote, in person or by proxy, of all the members of the Association. Amendments of these Articles shall be effective when recorded in the public records of St. Lucie County, Florida.

EXECUTED this 31st day of August, 2023.

Witnesses

**SOUTH RIVER SHORES
ASSOCIATION, INC.**

Signature

Printed Name

Signature

Print Name

By:

Gail Mathews, President

By:

Diane Lovejoy, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 31st day of August, 2023, by Gail Mathews, as President, and by Diane Lovejoy, as Secretary, of South River Shores Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of physical presence or online notarization who are:

☐ Personally Known or
☒ Produced Identification.

Type of Identification produced, if applicable:

FL DL Exp. 11/26/12/30

(SEAL)

Linda Hall
NOTARY PUBLIC, State of Florida

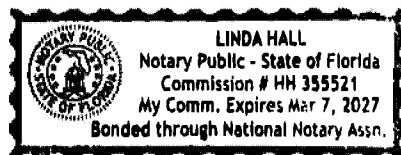


EXHIBIT "C"

**AMENDED AND RESTATED
BY-LAWS
OF
SOUTH RIVER SHORES ASSOCIATION, INC.
(A Not-For-Profit Corporation)**

At a meeting of the Board of Directors of South River Shores Association, Inc. (sometimes hereinafter referred to as the "Association") held on April 28, 2023 the Board of Directors approved these Amended and Restated By-Laws (sometimes hereinafter referred to as the "By-Laws"). At a special meeting of the members of the Association held on June 15, 2023, not less than a majority of the Association's members approved these Amended and Restated By-Laws. These Amended and Restated By-Laws shall become effective when recorded in the Public Records of St. Lucie County, Florida and shall amend, supersede, and replace, in its entirety, the original By-Laws recorded in the Public Records of St. Lucie County, Florida at Official Records Book 1596, Page 521, et seq., as the original By-Laws have been amended from time to time.

Terms used in these By-Laws shall have the same definitions as are set forth in the Association's Amended and Restated Declaration of Covenants and Restrictions, unless the context clearly indicates otherwise.

**ARTICLE I
OFFICES**

The principal office of the Corporation shall be located in the City of Port St. Lucie, County of St. Lucie, and State of Florida. The Corporation may also have such offices at such other places within the State as the Board of Directors may from time to time determine.

**ARTICLE II
MEMBERS**

1. (a) **Membership** - Every person or entity who is a record owner of a lot in SOUTH RIVER SHORES shall be a member of the Association. Irrespective of the number of occupants, owners, partners, etc., each lot shall be represented by one membership. Rules and regulations may be adopted and amended from time to time by the Board of Directors. Regulations as may be prescribed by the Board of Directors relating to members adopted by the Board of Directors of the Corporation shall be deemed to be affixed to the By-Laws and shall be deemed to be a part thereof. The Board of Directors may prescribe, with respect to all members, the amount and manner of imposing and collecting any fees, assessments, fines, and penalties, and, except as may hereinafter otherwise be provided, the rights, liabilities, and other incidents of membership.

(b) **Termination** - The right or interest of a member shall not terminate except upon the happening of any of the following events: -- death, resignation, dissolution, ceasing to be the owner of a lot in the Association's community, or liquidation of the Corporation. However, the

Association shall have the right to suspend the common area use rights of Owners as well as their tenants, guests, and invitees in accordance with Fla. Stat. §720.305, as amended from time to time.

2. (a) **Meetings** - The annual meeting of members of the Corporation shall be held between January 2nd and February 28th each year on such date or dates as shall be determined from time to time by the Board of Directors.

(b) **Special Meetings** - Special meetings of the members may be called by the President or by a majority of Directors. Special meetings of members may be held on such date or dates as may be determined by the Board of Directors.

(c) **Place** - Any annual or special meeting of members may be held at such place within St. Lucie County, Florida as the Board of Directors of the Corporation may fix. In the event that the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a special meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(d) **Called by** - Membership meetings may be called by the President or by a majority of Directors.

(e) **Written Notice** - Written Notice stating the place, day, and time of the meeting shall be given for all meetings. Notice for an annual meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may be placed upon the meeting's agenda. Written notice of special meetings shall state the purpose or purposes for which the meeting is called. At any special meeting, only the business stated in the meeting notice may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than fourteen (14) days before the date of the meeting, to each member at his or her address recorded on the records of the Corporation, or at such other address which the member may have furnished, in writing, to the Secretary of the Corporation. Notice shall be deemed given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Alternatively, the Association may give electronic notice of meetings as provided in Article VIII, Section 2 of the Declaration and Chapter 720, Fla. Stat., as amended from time to time.

(f) **Adjournment** - Any meeting of members may be adjourned from time to time in accordance with Fla. Stat. §720.306(7), as amended from time to time.

(g) **Record of Members** - The Association shall maintain a roster of members in accordance with Fla. Stat. §720.303(4), as amended from time to time.

3. **Annual Report** - At each Annual Meeting of Members, the Board of Directors shall present an Annual Report, (which shall include a financial summary of income and expense). The Annual Report shall be described in the minutes of the Annual Meeting.

4. (a) **Officiant** - Meetings of the members shall be presided over by the following officers, in order of seniority - President, Vice President, Treasurer, or, if none of the foregoing is in office or present at the meeting, by a chairperson to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting.

When neither the Secretary nor an Assistant Secretary is available, the chairperson shall select a person in attendance to prepare notes for the later preparation of meeting minutes.

(b) Order of Business - The order of business at all meetings of members shall be as set forth on the meeting's agenda.

5. **Proxy** - Every member may authorize another person to act for him or her by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent at a meeting. Every proxy shall be signed and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. No proxy shall be valid ninety (90) days after the date of the meeting for which it was intended, except as otherwise provided by law. Proxies shall conform to the requirements of Fla. Stat. §720.306(8), as amended from time to time.

6. **Inspectors** - The Directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall execute the duties of inspector with strict impartiality and according to the best of his ability. Inspectors may not consist of Directors, Officers, or candidates for election. The inspectors shall

- determine the number of memberships outstanding,
- the number of memberships represented at the meeting,
- the existence of a quorum, and
- the validity and effect of proxies.
- receive votes, ballots, or consents
- hear and determine challenges and questions arising in connection with the right to vote.
- count and tabulate all votes, ballots, or consents.
- determine and announce the results.

and do such acts as are proper to conduct the election or vote of all members. The inspectors shall provide a written tally of the votes cast and counted.

7. **Quorum** - Except as provided by law, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be 30% of the total voting interests. If, however, such quorum shall not be present or represented at any meeting, the members present in person or by proxy shall have the power to adjourn the meeting until a quorum as aforesaid shall be present or represented.

Each membership shall entitle the holder thereof to one vote (32 memberships = 32 votes). In the election of Directors, a plurality of the votes cast shall elect. Except to the extent provided by law or the governing documents, all other action shall be by a simple majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed in accordance with Fla. Stat. §617.0701(4), as amended from time to time.

8. **Eligibility to Vote** - Holders of each membership shall be entitled to vote upon Association matters provided that such holders' voting rights have not been suspended pursuant to Fla. Stat. §720.305, as amended from time to time.

ARTICLE III **BOARD OF DIRECTORS**

1. The Corporation shall be managed by a Board of Directors. The number of Directors constituting the entire Board shall be no less than three or more than five. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by decision of the members coinciding with the annual meeting. No Director shall be removed from the Board on account of his or her Director position being eliminated, and persons filling newly created Director positions resulting from a decision to increase the number of Directors on the Board must be elected and may not be appointed.

2. At each annual meeting, the membership shall elect Directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he or she was elected, and until his or her successor has been duly elected and qualified, or until his or her prior resignation or removal as hereinafter provided. Only members of the Association shall be eligible to be Directors.

3. (a) Any or all of the members of the Board of Directors may be recalled in accordance with Fla. Stat. §720.303(10), as amended from time to time, as well as in accordance with applicable Florida Administrative Codes.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an Officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective. A Director is deemed to have resigned automatically if he or she ceases to be a member of the Association.

4. Vacancies on the Board of Directors may be filled by a vote of a majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided by law. Vacancies occurring by reason of the recall of directors by the members shall be filled according to law. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his or her predecessor.

5. (a) An organizational meeting of the Board of Directors shall be held immediately following the annual meeting of the members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed, other than notice as required by Fla. Stat. §720.303(2), as amended from time to time. Special meetings may be called by, or at the direction of the President, or by a majority of the Directors then serving.

(c) Written notice of the time and place shall be given for meetings of the Board of Directors in accordance with Section 720.303(2) Florida Statutes, as amended from time to time.

6. Except to the extent provided herein or in the Articles of Incorporation of the Corporation, a majority of the entire members of the Board of Directors shall constitute a quorum. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the acts of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon in accordance with Fla. Stat. §617.0821, as amended from time to time, and filed with the Association's official records shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The President of the Board, if any, shall preside at all meetings of the Board of Directors. If the President is absent, then the Vice President shall preside and, if the Vice President is absent, then any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate. Committees serve at the pleasure of the Board of Directors and members serving upon committees may be removed and replaced by decision of the Board of Directors.

9. The election of Directors shall be by vote of the members tallied at the annual meeting. The Association shall provide members with a first notice of the date of the annual meeting at least sixty (60) days before the annual meeting is scheduled to occur. Members may nominate themselves to be candidates for the Board of Directors by notifying the Association in writing of their intent to be a candidate at least forty (40) days prior to the scheduled date of the annual meeting. A candidate's eligibility to serve shall be determined in accordance with Fla. Stat. §720.306, as amended from time to time. The Association shall provide members with a second notice of the annual meeting at least thirty (30) days before the annual meeting is scheduled to occur advising of the date, time, and location of the annual meeting and the names of candidates who have nominated themselves to run for the Board of Directors and who have been determined to be eligible to serve if elected. The second notice of the annual meeting shall also enclose a limited proxy form to be used by those members who wish to vote at the annual meeting by limited proxy.

10. Candidate nominations may not be taken from the floor at an annual meeting. Voting at the election of Directors shall be either in person by ballot, by limited proxy, or by electronic vote cast in accordance with Fla. Stat. §720.317, as amended from time to time, if authorized. An election of Directors is not required at the annual meeting unless there are more candidates than Director positions up for election. If an election is not required and is not held, then the names of the members serving on the Board of Directors shall be announced at the earliest

feasible time, and new Directors will be seated as members of the Board of Directors on the date and time of the annual meeting whether or not a quorum is obtained at the meeting.

ARTICLE IV **OFFICERS**

1. The Board of Directors may elect or appoint a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President and Treasurer must be Directors. Any two or more offices may be held by the same person except the office of President and Secretary.

2. Each officer shall hold office until the adjournment of the annual meeting, and until his or her successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the first Vice-President, or, if there be more than one, the Vice President shall have all the powers and functions of the President. The Vice President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he or she may also sign checks, drafts, notes, and orders for the payment of money, which shall have been duly authorized by the Board of Directors, but without the President's co-signature. The duties of the Treasurer may be delegated in whole or in part to an accountant, bookkeeper, or licensed community association manager. However, in event of such delegation, the Treasurer shall have the duty to remain reasonably informed of the proper performance of the delegated duties.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He or she shall have custody of the seal of the Corporation and may affix and attest the same to documents duly authorized by the Board of Directors. He or she shall serve all notices for the Corporation which shall have been authorized by the Board of Directors and shall have charge of all books and records of the Corporation. The duties of the Secretary may be delegated in whole or in part to a licensed community association manager. However, in event of such delegation, the Secretary shall have the duty to remain reasonably informed of the proper performance of the delegated duties.

ARTICLE V ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay assessments, annual and special, and any other charges that are secured by a continuing lien upon the property against which the assessment is made in accordance with Fla. Stat. §720.3085(1), as amended from time to time.

ARTICLE VI CORPORATE SEAL

The Corporation shall have a seal in circular form.

ARTICLE VII AMENDMENTS

1. A proposal to amend these By-Laws shall be approved upon receiving a majority vote, in person or by proxy, of the members of the Association. Amendments of these By-Laws shall be effective when recorded in the public records of St. Lucie County, Florida.
2. In the case of any conflict between any of the Florida Statutes, the Association's Declaration, the Association's Articles of Incorporation and these By-Laws, the following hierarchy shall control: Florida Statutes, the Association's Declaration, the Association's Articles of Incorporation, and these By-Laws.

ARTICLE VIII MISCELLANEOUS

1. **Records & Minutes** - The Corporation shall keep official records as required by Fla. Stat. §720.303(4), as amended from time to time. Such official records may be inspected and copied to the extent required by Fla. Stat. §720.303(5), as amended from time to time.
2. **Year** -- The calendar year and fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December of every year.
3. **Indemnification** - Directors, Officers, and committee members shall be indemnified against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon him/her in connection with any proceedings or any settlement of any proceedings to which he/she may be a party or in which he/she may become involved by reason of being a Director, Officer, or committee member of the Corporation. However, no indemnification is required in the event that any Director, Officer, or committee member is adjudicated to have been grossly negligent in his or her official duties or to have engaged in willful misconduct.
4. Omitted.
5. **Compensation** - No member of SOUTH RIVER SHORES shall receive any form of compensation for serving on the Board of Directors or as an Officer of the Corporation. However, Directors and Officers may be reimbursed for expenses incurred on account of their service to the

Association, provided that receipts have been submitted and also provided that such reimbursement has been approved by a vote of the Board of Directors.

6. **Financial Records** - The Association will undertake financial reporting as required by Fla. Stat. §720.303(7), as amended from time to time.

EXECUTED this 31st day of August, 2023.

Witnesses

**SOUTH RIVER SHORES
ASSOCIATION, INC.**

Michelle Glass
Signature

Michelle Glass
Printed Name

Linda Hall
Signature

Linda Hall
Print Name

By: Gail Mathews
Gail Mathews, President

By: Diane Lovejoy
Diane Lovejoy, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 31st day of August, 2023, by Gail Mathews, as President, and by Diane Lovejoy, as Secretary, of South River Shores Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, by means of ☒ physical presence or ☐ online notarization who are:

☒ Personally Known or

☒ Produced Identification.

Type of Identification produced, if applicable: ID DL Exp 11/24/12/30

Linda Hall
NOTARY PUBLIC, State of Florida

(SEAL)

