

**Bylaws  
Of  
Riverwind Homeowners Association, Inc.**

Riverwind Homeowners Association, Inc. is the nonprofit corporation organized to enforce the Declaration of Restrictions, Easements, and Covenants of Riverwind (the "Declaration"), consisting of homes in Indian River County, Florida, being developed by (the "Developer").

**Article I  
Offices**

The principal office of the Association shall be in the State of Florida. The Association shall designate a registered office in accordance with Florida law and shall maintain it continuously. The Association may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

**Article 2  
Members**

**Section 1. Membership Classes.** There shall be two classes of membership:

a. **Voting Members.** The Association shall have Voting Members who shall have all the rights and privileges of Members of the Association. A Voting Member may not be removed. The initial Voting Members shall consist of those persons named as initial Voting Members in the Articles of Incorporation, who have been chosen by the Developer. The initial Voting Members have the right to admit other persons as Voting Members.

b. **Nonvoting Members.** The Association shall have Nonvoting Members of the Association who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple title holders of Lots in Riverwind, on which homes/units may be constructed as set forth in the Declaration of Restrictions, Easements and Covenants recorded in Indian River County, Florida, (hereinafter referred to as "Declaration of Restrictions"). Unless otherwise specifically stated in these Bylaws to the contrary, all references to "Members" relate to Voting Members and not to Nonvoting Members.

**Section 2. Transfer of control.** The Developer shall have complete control of the Association until such time as ninety percent (90%) or more of the lots/units in all phases of the "Community", as defined in the Declaration of Restrictions, that will ultimately be operated by the Association have been conveyed by Developer to third parties. Within three (3) months after ninety percent (90%) or more of the lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties, Developer shall relinquish control of the Association to the then lot owners, and the lot owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the lot owners assume control of the Association as Voting Members subject to the terms and conditions of the

Declaration of Restrictions, and such other instruments governing the Association and its members. The Developer, after relinquishing control of the Association to the lot owners, shall be entitled to one (1) vote for each lot that the Developer owns.

Notwithstanding the foregoing, Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the lots comprising all phases of the Community. After Developer relinquishes control of the Association, as provided above, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

**Section 3. Transfer of Membership.** The rights of each Owner shall be appurtenant to his or her ownership of a lot, may not be separated from said ownership, and shall automatically pass to the heirs, successors and assigns (including mortgagees) of an Owner upon the recordation of the change in ownership of the lot in the Public Records of Indian River County, Florida, and in the records of the Association.

**Section 4. Annual Meetings.** The purpose of the annual meeting of Members is to elect Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Association shall be held at the times and places designated by the Board of Directors or the President of the Association. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Association or the validity of actions of the Association.

**Section 5. Special Meetings.** Special Meetings must be held when called by the Board of Directors of the Association or by at least twenty five percent (25%) of the total voting interests of the Association. Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

**Section 6. Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Association in the State of Florida.

**Section 7. Notice of Meeting.** Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Association with postage thereon prepaid.

**Section 8. Waiver of Notice.** A written waiver of notice signed by a Member, whether

before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

**Section 9. Voting Record.** If the Association has six (6) or more Voting Members of record, the officers having charge of the membership records of the Association shall make, at least three (3) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice, to vote, to express consent or dissent from any proposal, or for any other proper purpose. Such record date shall not be more than 30 days nor less than 10 days prior to the date of such meeting or consent, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day prior to the meeting being held. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors of the Corporation.

**Section 10. Member Quorum and Voting.** Unless otherwise required in the Articles of Incorporation or Declaration, thirty percent (30%) of the total voting interest shall constitute a quorum at a meeting of Members. When a specified item of business is required to be voted on by a class of Members, unless otherwise required in the Articles of Incorporation or Declaration, a majority of the Members of such class shall constitute a quorum for the transaction of such items of business by that class. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation or Declaration, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

**Section 11. Votes.** Each Voting Member shall be entitled to one vote on each matter submitted to the Members; provided, however, that there shall only be one vote per lot. If a lot is owned by two or more Voting Members, then the Owners of that lot shall designate in writing

one Owner as its proxy to cast its vote and represent the lot. If a lot is owned by a corporation, trust, or other non-natural person who is a Voting Member, then it shall designate, in writing, a natural person as its proxy to cast its vote and represent the lot.

**Section 12. Proxies.** The members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is only effective for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his/her place.

### **Article 3 Board Of Directors**

**Section 1. General Powers.** Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Florida Not For Profit Corporation Act concerning corporate action that must be authorized or approved by the Members of the Association, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Association shall be controlled by the Board of Directors.

**Section 2. Number, Qualification, Election and Tenure.** The number of Directors shall be the number of Directors elected from time to time in accordance with these Bylaws, but shall never be less than three. The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors need not be Members of this Association or residents of Riverwind. Directors shall be elected by the Voting Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

**Section 3. Meetings.** A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board of Directors gathers to conduct association business. All meetings of the Board of Directors must be open to all members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board of Director meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board of Director meeting must be either published in a newspaper of county circulation, or mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency.

An assessment may not be levied at a Board of Director meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

This Section also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific lot within the subdivision, and supersedes any other provision hereinafter.

**Section 4. Quorum and Voting.** A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

**Section 5. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

**Section 6. Removal.** At any meeting of Members called expressly for that purpose, any director serving on the Board of Directors may be removed from office, with or without cause, by majority vote of the Voting Members. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

**Section 7. Presumption of Assent.** A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

#### Article 4 Officers

**Section 1. Officers.** The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, additional Vice Presidents, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Vice President, Secretary or Treasurer shall not affect the existence of the Association.

**Section 2. Election and Term of Office.** The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon

with and advise the Officers of the Association in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors can be lawfully delegated by the Board.

**Section 3. Other Committees.** Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

**Section 4. Meetings.** Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any member thereof upon two (2) days notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

**Section 5. Vacancies.** Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

**Section 6. Quorum.** At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

**Section 7. Manner of Acting.** The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

**Section 8. Minutes.** The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

#### **Article 6 Books, Records And Reports**

**Section 1. Reports to Members.** The Association shall send an annual report to the Members of the Association not later than four months after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association.

**Section 2. Inspection of Corporate Records.** Any person who is a Voting Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and

records of accounts, minutes, and records of Members of the Association. Upon the written request of any Voting Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association, shall be kept for a least five years, and shall be subject to inspection during business hours by any Voting Member, in person or by agent, as permitted under law.

**Article 7  
Nonprofit Operation**

The Association will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Association will be distributed to its Members, Directors, or Officers without full consideration. The Association may contract in due course with its Members, Directors, and Officers without violating this provision.

**Article 8  
Fiscal Year**

The fiscal year of the Association shall be the period selected by the Board of Directors as the taxable year of the Association for federal income tax purposes.

**Article 9  
Seal**

The corporate seal shall bear the name of the Association between two concentric circles and in the inside of the inner circle shall be the year of incorporation.

**Article 10  
Indemnification**

The Association shall indemnify each Officer and Director, including the former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act, as amended.

**Article 11  
Amendments**

These Bylaws may be altered, amended or replaced, and new Bylaws may be adopted by the Board of Directors; provided that any Bylaws or amendments thereto as adopted by the Board of Directors may be altered, amended or repealed at any meeting of the Members called expressly for that purpose, at which a quorum is present, by majority vote of the Members, or a new Bylaws in lieu thereof may be adopted by the Members. No Bylaws altered, amended or repealed by vote of the Members, or new Bylaws adopted by the Members may be altered,

amended or repealed by vote of the Board of Directors for a period of two (2) years after the action of the Members. A copy of each amendment to these Bylaws, certified by the Secretary of the Corporation, shall be filed of record in the Public Records of Indian River County, Florida. Furthermore, if the Articles of Incorporation of the Association are amended, a copy of the amendment certified by the Secretary of State of Florida, shall be filed for record in the Public Records of Indian River County, Florida. No amendment may remove, revoke, or modify any right or privilege of the Developer without the written consent of the Developer or the assignee of such right or privilege.

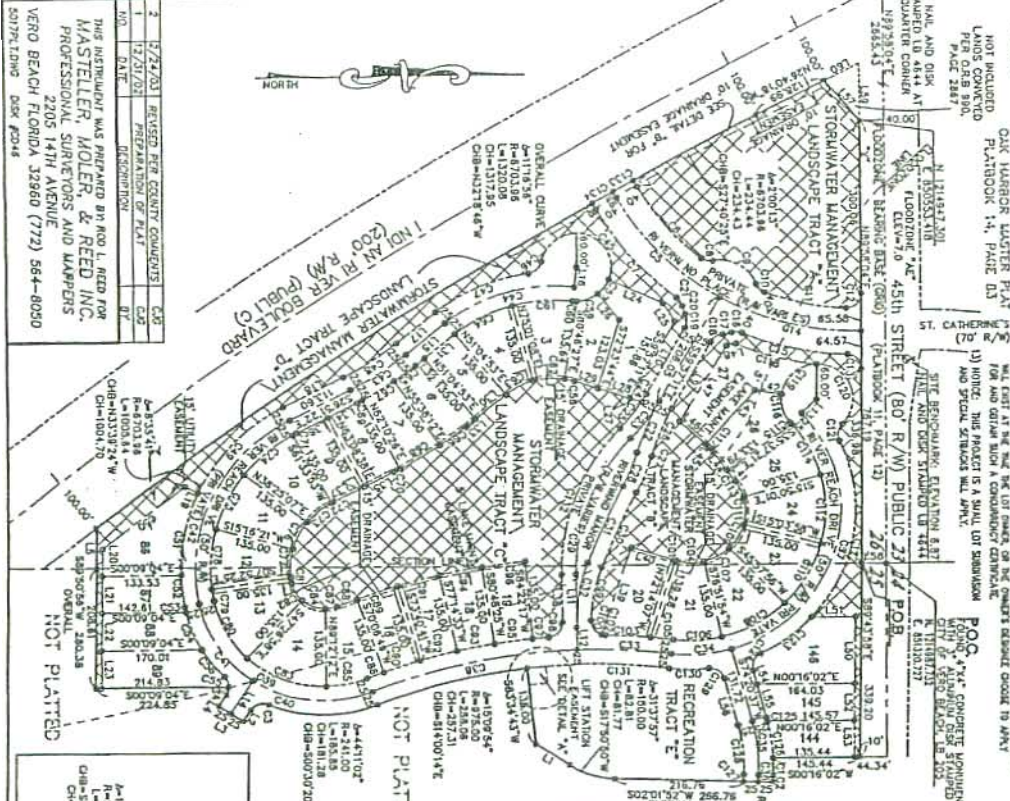
In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

If any provision of these By-Laws is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of these By-Laws shall not be invalidated thereby and shall be given full force and effect. If any provision of these By-Laws may be construed two or more ways, one of which would render the provision invalid, and the other of which would render the provision enforceable, then such provision shall have the meaning which renders it valid and enforceable.



GENERAL NOTES:

- 1) NO PORTION OF THIS PROPERTY SHALL BE PLACED IN CONVEYANCE UNLESS THE ENTIRE PARCEL IS CONVEYED TO THE COUNTY OF INDIAN RIVER.
- 2) THE PROPERTY IS TO BE CONVEYED TO THE COUNTY OF INDIAN RIVER AND SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
- 3) THE PROPERTY IS TO BE CONVEYED TO THE COUNTY OF INDIAN RIVER AND SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
- 4) THE PROPERTY IS TO BE CONVEYED TO THE COUNTY OF INDIAN RIVER AND SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
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- 9) THE PROPERTY IS TO BE CONVEYED TO THE COUNTY OF INDIAN RIVER AND SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
- 10) THE PROPERTY IS TO BE CONVEYED TO THE COUNTY OF INDIAN RIVER AND SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:



THIS INSTRUMENT WAS PREPARED BY ROY L. NEED FOR MASTER, MOJER & REED INC. PROFESSIONAL SURVEYORS AND MAPPERS 2205 14TH AVENUE VERO BEACH FLORIDA 32960 (772) 564-8050 SURVEYING DEK #2046

RIVERWIND PHASE ONE  
A PARCEL OF LAND LYING IN SECTIONS 25 & 26,  
TOWNSHIP 32 SOUTH, RANGE 39 EAST,  
INDIAN RIVER COUNTY, FLORIDA

PLAT BOOK 17  
PAGE 22A  
1438173  
DOCKET NUMBER

ABBREVIATIONS

P	PLAT	PLAT NUMBER AND ORIGINAL EXAMINER
R	REC	RECORD NUMBER
C	COUNTY	COUNTY OF INDIAN RIVER
F	FILE	FILE NUMBER
M	MAP	MAP NUMBER
S	SECTION	SECTION NUMBER
T	TOWNSHIP	TOWNSHIP
R	RANGE	RANGE
E	EAST	EAST
S	SOUTH	SOUTH
W	WEST	WEST
N	NORTH	NORTH
L	LINE	LINE
BLK	BLOCK	BLOCK
LOT	LOT	LOT
AC	ACRES	ACRES
sq ft	SQ FT	SQ FT
sq yd	SQ YD	SQ YD
sq mi	SQ MI	SQ MI
sq ft	SQ FT	SQ FT
sq yd	SQ YD	SQ YD
sq mi	SQ MI	SQ MI

LINE	LENGTH	BEARING	SECTION	TOWNSHIP	RANGE	EAST	LINE	LENGTH	BEARING	SECTION	TOWNSHIP	RANGE	EAST
1	62.31	S 89° 24' 48" W	25	32	39	E	1	17.26	N 17° 52' 00" E	25	32	39	E
2	53.28	S 24° 34' 00" W	25	32	39	E	2	60.26	S 89° 24' 48" W	25	32	39	E
3	50.01	S 23° 23' 30" W	25	32	39	E	3	20.97	S 89° 24' 48" W	25	32	39	E
4	50.01	S 23° 23' 30" W	25	32	39	E	4	19.28	S 89° 24' 48" W	25	32	39	E
5	71.91	S 89° 24' 48" W	25	32	39	E	5	17.26	S 89° 24' 48" W	25	32	39	E
6	143.82	S 89° 24' 48" W	25	32	39	E	6	60.26	S 89° 24' 48" W	25	32	39	E
7	143.82	S 89° 24' 48" W	25	32	39	E	7	20.97	S 89° 24' 48" W	25	32	39	E
8	143.82	S 89° 24' 48" W	25	32	39	E	8	19.28	S 89° 24' 48" W	25	32	39	E
9	143.82	S 89° 24' 48" W	25	32	39	E	9	17.26	S 89° 24' 48" W	25	32	39	E
10	143.82	S 89° 24' 48" W	25	32	39	E	10	60.26	S 89° 24' 48" W	25	32	39	E

DETAIL "A" - NOT TO SCALE  
DETAIL "B" - NOT TO SCALE

LINE	LENGTH	BEARING	SECTION	TOWNSHIP	RANGE	EAST	LINE	LENGTH	BEARING	SECTION	TOWNSHIP	RANGE	EAST
1	62.31	S 89° 24' 48" W	25	32	39	E	1	17.26	N 17° 52' 00" E	25	32	39	E
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3	50.01	S 23° 23' 30" W	25	32	39	E	3	20.97	S 89° 24' 48" W	25	32	39	E
4	50.01	S 23° 23' 30" W	25	32	39	E	4	19.28	S 89° 24' 48" W	25	32	39	E
5	71.91	S 89° 24' 48" W	25	32	39	E	5	17.26	S 89° 24' 48" W	25	32	39	E
6	143.82	S 89° 24' 48" W	25	32	39	E	6	60.26	S 89° 24' 48" W	25	32	39	E
7	143.82	S 89° 24' 48" W	25	32	39	E	7	20.97	S 89° 24' 48" W	25	32	39	E
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10	143.82	S 89° 24' 48" W	25	32	39	E	10	60.26	S 89° 24' 48" W	25	32	39	E

LINE	LENGTH	BEARING	SECTION	TOWNSHIP	RANGE	EAST	LINE	LENGTH	BEARING	SECTION	TOWNSHIP	RANGE	EAST
1	62.31	S 89° 24' 48" W	25	32	39	E	1	17.26	N 17° 52' 00" E	25	32	39	E
2	53.28	S 24° 34' 00" W	25	32	39	E	2	60.26	S 89° 24' 48" W	25	32	39	E
3	50.01	S 23° 23' 30" W	25	32	39	E	3	20.97	S 89° 24' 48" W	25	32	39	E
4	50.01	S 23° 23' 30" W	25	32	39	E	4	19.28	S 89° 24' 48" W	25	32	39	E
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DEDICATION

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOW ALL MEN BEING PRESENT THAT JOE RIVIERO, INC. AN ALABAMA CORPORATION, THE SINGLE OWNER OF PARCEL OF LAND LYING IN SECTIONS 26 & 26, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

RIVERWIND PHASE ONE  
A PARCEL OF LAND LYING IN SECTIONS 26 & 26,  
TOWNSHIP 32 SOUTH, RANGE 39 EAST,  
INDIAN RIVER COUNTY, FLORIDA

- 1) ALL STREETS AND RIGHTS OF WAY AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THIS SUBDIVISION, AND SHALL BE THE PERPETUAL PRIVILEGE OF THE RIVERWIND HOMEOWNERS ASSOCIATION. THE BOARD OF COUNTY COMMISSIONERS OF MOBILE COUNTY, ALABAMA, SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREETS.
- 2) ALL STREETS AND RIGHTS OF WAY AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THIS SUBDIVISION, AND SHALL BE THE PERPETUAL PRIVILEGE OF THE RIVERWIND HOMEOWNERS ASSOCIATION. THE BOARD OF COUNTY COMMISSIONERS OF MOBILE COUNTY, ALABAMA, SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREETS.
- 3) ALL STREETS AND RIGHTS OF WAY AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THIS SUBDIVISION, AND SHALL BE THE PERPETUAL PRIVILEGE OF THE RIVERWIND HOMEOWNERS ASSOCIATION. THE BOARD OF COUNTY COMMISSIONERS OF MOBILE COUNTY, ALABAMA, SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREETS.

THE BANKING EXECUTIVE AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DECLARED TO BE PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE RIVERWIND HOMEOWNERS ASSOCIATION, INC. FOR CONSTRUCTION AND MAINTENANCE OF SAID DEDICATED FACILITIES.

STORMWATER MANAGEMENT TRACTS "A", "B", "C" AND "D" AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DEDICATED TO THE SUBDIVISION FOR STORMWATER PURPOSES AND THEY SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE RIVERWIND HOMEOWNERS ASSOCIATION, INC. INDIAN RIVER COUNTY IS GRANTED THE RIGHT TO USE AND DRAIN INTO THE STORMWATER MANAGEMENT TRACTS AND IS ALSO GRANTED THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE ON THE TRACTS.

LANDSCAPE TRACTS "A", "B", "C" AND "D" AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THE RIVERWIND HOMEOWNERS ASSOCIATION, INC.

THE LAKE MAINTENANCE EXEMPTED AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE PERPETUAL MAINTENANCE OBLIGATION OF THE RIVERWIND HOMEOWNERS ASSOCIATION, INC. INDIAN RIVER COUNTY IS GRANTED THE RIGHT BUT NOT THE OBLIGATION, TO USE THE LAKE MAINTENANCE EXEMPTED TO PERFORM EMERGENCY MAINTENANCE.

RECORDATION TRACT "E" AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE IS HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. IT IS DEDICATED FOR THE USE AND BENEFIT OF THE PERPETUAL MAINTENANCE OBLIGATION OF THE RIVERWIND HOMEOWNERS ASSOCIATION, INC. INDIAN RIVER COUNTY IS GRANTED THE RIGHT BUT NOT THE OBLIGATION, TO USE THE RECORDATION TRACT "E" AS SHOWN ON THIS PLAN OF THE RIVERWIND PHASE ONE TO PERFORM EMERGENCY MAINTENANCE.

STATE OF ALABAMA  
COUNTY OF MOBILE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12<sup>TH</sup> DAY OF APRIL, 2003  
BY JOHN B. SMITH, PRESIDENT FOR JOE RIVIERO, INC., AN ALABAMA CORPORATION, OF BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME.  
BY *John B. Smith*, PRESIDENT  
NOTARY PUBLIC, STATE OF ALABAMA

BY COMMISSION EXPERTS (A)-(L)-AT  
NOTARY COMMISSION NUMBER 44

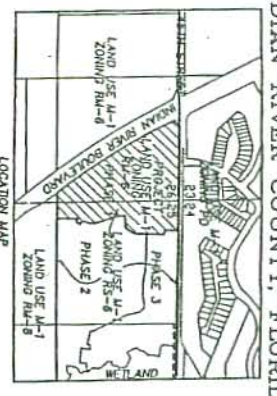
CLERK OF THE CIRCUIT COURT

STATE OF ALABAMA  
COUNTY OF MOBILE  
I, JEFFREY K. BARTON, CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAN OF THE RIVERWIND PHASE ONE AND THE INSTRUMENT OF DEDICATION THEREON, AND I HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, AND I HAVE FILED FOR RECORD THIS INSTRUMENT ON THIS DAY OF APRIL, 2003, RECORDED IN PAGE 137 PLAT BOOK 1438173 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA.

JEFFREY K. BARTON  
CLERK OF THE CIRCUIT COURT  
MOBILE COUNTY, ALABAMA

STATE OF ALABAMA  
COUNTY OF MOBILE  
I, JEFFREY K. BARTON, CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAN OF THE RIVERWIND PHASE ONE AND THE INSTRUMENT OF DEDICATION THEREON, AND I HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, AND I HAVE FILED FOR RECORD THIS INSTRUMENT ON THIS DAY OF APRIL, 2003, RECORDED IN PAGE 137 PLAT BOOK 1438173 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA  
COUNTY OF MOBILE  
I, JEFFREY K. BARTON, CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAN OF THE RIVERWIND PHASE ONE AND THE INSTRUMENT OF DEDICATION THEREON, AND I HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, AND I HAVE FILED FOR RECORD THIS INSTRUMENT ON THIS DAY OF APRIL, 2003, RECORDED IN PAGE 137 PLAT BOOK 1438173 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA.



CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT ON THIS 12<sup>TH</sup> DAY OF APRIL, 2003 THE BOARD OF COUNTY COMMISSIONERS OF MOBILE COUNTY, ALABAMA, APPROVED THE FOREGOING PLAN, AND ACCEPTED THE UTILITY EXEMPTIONS DEDICATED THEREON.

BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD

BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD

BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD

BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD

PLAT BOOK 17  
PAGE 22  
1438173  
DOCKET NUMBER

TITLE CERTIFICATE

THE LANDS AS DESCRIBED AND SHOWN ON THIS PLAN ARE IN THE NAME OF AND RECORD TITLE IS HELD BY THE ENTRY EXCLUDING THE DEDICATION, AND ALL TAXES HAVE BEEN PAID TO THE SATISFACTION OF THE TAXING OFFICERS. THERE ARE NO UNPAID TAXES, LIENS, OR ENCUMBRANCES AGAINST THE LAND, OR THE NAMES OF ALL PERSONS HOLDING AN INTEREST IN SUCH MORTGAGE, LEND, OR ENCUMBRANCE ARE LISTED BELOW.

- 1) MORTGAGES ON OTHER ENCUMBRANCES HELD BY RECORDS BANK, AN ALABAMA STATE BANKING CORPORATION
- 2) MORTGAGES RECORDED IN OFFICIAL RECORDS BOOK 1438173, PAGES 218, THRU 219
- 3) COVENANTS, RESTRICTIONS, OR RESERVATIONS ATTACHED TO THE OWNERSHIP OR USE OF THE LANDS AS SHOWN ON THIS PLAN ARE FILED IN OFFICIAL RECORDS BOOK 1373, PAGE 240, OF THE PUBLIC RECORDS OF MOBILE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

ROD L. REED, SURVEYOR AND NUMBER 001-3018 - STATE OF FLORIDA  
2205 14TH AVENUE, VERO BEACH, FLORIDA - 33590  
MASTELTER, MOHR AND REED, INC. - L.R. NO. 4444

COUNTY SURVEYOR'S CERTIFICATE

THIS PLAN OF THE RIVERWIND PHASE ONE HAS BEEN RECORDED BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND I HAVE EXAMINED THE PLAN OF THE RIVERWIND PHASE ONE AND THE INSTRUMENT OF DEDICATION THEREON, AND I HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, AND I HAVE FILED FOR RECORD THIS INSTRUMENT ON THIS DAY OF APRIL, 2003, RECORDED IN PAGE 137 PLAT BOOK 1438173 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA.

MORTGAGEE CONSENT

STATE OF ALABAMA  
COUNTY OF MOBILE  
THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF (A) MORTGAGE, LIEN, OR OTHER ENCUMBRANCE(S) UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE, LIEN, OR OTHER ENCUMBRANCE(S) WHICH IS RECORDED IN OFFICIAL RECORD BOOK 1438173, PAGES 218, THRU 219, OF THE PUBLIC RECORDS OF MOBILE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE RECORDATION SHOWN HEREON. THE UNDERSIGNED HEREBY CERTIFIES THAT THESE PRESENTS TO BE SAVED BY THE DIRECTOR OF RECORDS BANK, AN ALABAMA STATE BANKING CORPORATION, WHO IS PERSONALLY KNOWN TO ME.

STATE OF ALABAMA  
COUNTY OF MOBILE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12<sup>TH</sup> DAY OF APRIL, 2003, BY JOHN B. SMITH, PRESIDENT FOR JOE RIVIERO, INC., AN ALABAMA STATE BANKING CORPORATION, OF BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME.  
BY *John B. Smith*, PRESIDENT  
NOTARY PUBLIC, STATE OF ALABAMA

Table with 3 columns: No., Date, Description, Fee. Row 1: 1, 4/12/03, RECORDED PER COUNTY COMMISSIONERS, \$10.00. Row 2: 2, 4/12/03, PLAT RESUBMISSION, \$10.00.

NOTARY AS TO THE AUTHORITY OF THE COUNTY, MOBILE COUNTY, ALABAMA  
COUNTY ADMINISTRATOR  
BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD

NOTARY AS TO THE DEDICATION OF THE LAND, MOBILE COUNTY, ALABAMA  
COUNTY SURVEYOR  
BY *Rod L. Reed*, SURVEYOR  
NOTARY AS TO THE SIGNATURE OF THE SURVEYOR, MOBILE COUNTY, ALABAMA  
RECORDS BANK  
BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD

NOTARY AS TO THE SIGNATURE OF THE SURVEYOR, MOBILE COUNTY, ALABAMA  
RECORDS BANK  
BY *John B. Smith*, PRESIDENT  
CHAIRMAN OF THE BOARD