

**FOURTH AMENDMENT
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR RIVER OAKS AT TEN MILE CREEK**

River Oaks at Ten Mile Creek, LLC, as DECLARANT of the DECLARATION OF COVENANTS AND RESTRICTIONS for RIVER OAKS AT TEN MILE CREEK as recorded in Official Records Book 2626, Page 710 (the "DECLARATION"), pursuant to Section 11.1 of the DECLARATION hereto amends the DECLARATION to provide for amended Sections 4.9.1, 7.5, 7.8, 7.10 and 9.6 as follows:

4.9.1 The responsibility for the maintenance of the SUBJECT PROPERTY is divided between the ASSOCIATION and the OWNERS. Maintenance of the LOTS may be, pursuant to Section 4.9.2 the responsibility of the OWNERS. The maintenance of the COMMONS AREAS, which will include but not be limited to swimming pool and cabana, is the responsibility of the ASSOCIATION. The ASSOCIATION is granted certain enforcement rights pursuant to this DECLARATION in the event the OWNERS and the ASSOCIATION do not carry out their respective maintenance responsibilities.

7.5 Leases. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of all leases shall be delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 6 months, and no UNIT may be leased more than two times in any consecutive 12 month period, without the consent of the ASSOCIATION. Upon receipt of the proposed lease or leases and an application for approval of the lease on such application form as may be provided by the ASSOCIATION together with a reasonable application fee, the ASSOCIATION shall conduct a criminal background check of the proposed tenant and conduct such other review or investigation of the proposed tenant as it deems necessary. No lease or rental agreement shall permit a tenant to occupy a UNIT or maintain or harbor a pet within a UNIT unless the OWNER has received the written approval of the lease, tenant and pet from the ASSOCIATION. Any person occupying a UNIT in violation or disregard of this section is subject to eviction pursuant to Section 9.6.

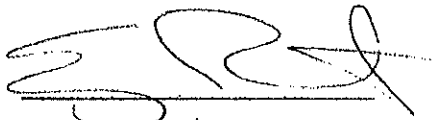
7.8 Garbage, Trash and Recycling Items. The ASSOCIATION provides three (3) centralized and enclosed dumpsters for trash, refuse or rubbish and they must be utilized by all residents. All residents are required to keep the enclosures closed after use. Nonetheless, each OWNER shall regularly pick up all garbage, trash, recycling items, refuse or rubbish on the OWNER'S LOT.

7.10 Pets. No pets or animals except dogs, cats and tropical fish shall be maintained or harbored within a UNIT or LOT. No pet or animal shall be permitted to create or be a nuisance to any other UNIT OWNER or lessee. All pets shall be on a leash when outside any UNIT and defecate only in the "pet walking areas" designated within RIVER OAKS AT TEN MILE CREEK

designated for such purpose, if any, or within the particular UNIT OWNER'S UNIT. The person walking the pet or the UNIT OWNER shall clean up all matter created by the pet. A determination by the Board of Directors that a pet or animal maintained or harbored within a UNIT or LOT creates a nuisance is dangerous or ill tempered or is exotic shall be binding and conclusive on all parties and the owner of the pet shall be required to immediately cease harboring or maintaining such an animal within any UNIT or LOT. No pit bull, Rotweiller or Chow dogs, pure breed or of mixed breed shall be permitted. Prior written approval shall be required to maintain or harbor a dog or cat in excess of twenty-five (25) pounds at maturity. Any OWNER harboring or maintaining any animal within any portion of the SUBJECT PROPERTY appoints the BOARD as OWNER'S attorney-in-fact to act in OWNER'S stead in controlling OWNER'S animal and authorized the BOARD to have the appropriate animal control agency remove the animal from the SUBJECT PROPERTY in the sole discretion of the BOARD. No owner shall harbor or maintain within the SUBJECT PROPERTY or any UNIT more than a total of two (2) dogs or cats, in the aggregate.

9.6 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his/her immediate family permanently residing with him in the UNIT, if such person has not been approved by the ASSOCIATION for tenancy, or shall materially violate any provision of this DECLARATION the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION, such person shall be required to immediately leave the SUBJECT PROPERTY and, if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorney's fees may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

WITNESS


Beth Loun


RIVER OAKS AT TEN MILE CREEK, LLC


BY: John M. Cherveney
Manager-Member

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 21 day of August, 2007, by JOHN M. CHERVENY, as Manager-Member of RIVER OAKS AT TEN MILE CREEK, LLC, a Florida limited liability company, on behalf of the company, and who is (personally known to me or has produced _____ as identification, and who did take an oath

(NOTARY SEAL)


Name: DENISE M. HINN
Notary Public
STATE OF FLORIDA AT LARGE
My Commission Expires: 9/27/08



DENISE M. HINN
MY COMMISSION # DD 358043
EXPIRES: September 27, 2008
Bonded Thru Budget Notary Services