

HOA Disclosure:

A Notice of Violation (NOV) was issued by SFWMD on 6/5/2024 TO THE RIVERWIND COVE HOA. That NOV mandates that ALL parcels in the community be returned to their permitted specifications for both Surface Water Management System violations and environmental violations involving almost all parcels in the community. It is expected that in order to remedy this NOV, an engineering and environmental project will involve a span 5 years (or longer) in the community, to rectify violations. The HOA has a civil and environmental engineering firm under contract, who is working on this remediation project.

The projected costs for this project will be borne by ALL community residents, in the form of Special Assessments of \$1,220 per year; over the next 5 years. This is the legal manner in which these ERP's were set-up by SFWMD and the original Developer of this community.

ALL home / parcel buyers in the community must acknowledge receipt of this information, as part of your Sales Application for HOA review. This is in addition to your acknowledgement with the title company conducting your transaction of receipt of the HOA's Governing Documents.

Riverwind Cove Homeowners Association website for Governing Documents (CCR's): <https://www.riverwindcovehoa.org/general-1>
ALL BUYERS OF LOTS and/or HOMES MUST ACKNOWLEDGE RECEIPT OF THESE WARNINGS. THIS ACKNOWLEDGMENT MUST BE IN THE HOA's POSSESSION, BEFORE AN ESTOPPEL WILL BE ISSUED. IF YOUR REAL ESTATE AGENT and/or TITLE COMPANY HAS NOT PROVIDED THESE DOCUMENTS TO YOU, THEY CAN BE FOUND ONLINE AT:
https://www.riverwindcovehoa.org/files/ugd/a8473c_ce8c5335db8a431b810e273048ebf126.pdf

Printed Name(s) _____

Signature(s) _____

Date: _____

ALL BUYERS OF RIVERFRONT LOTS and/or HOMES HAVE ANOTHER REQUIRED ACKNOWLEDGEMENT TO BE SIGNED ON THE FOLLOWING PAGES REGARDING FLORIDA LAW RELATED TO CONSERVATION EASEMENTS:

Riverfront Lot Acknowledgment Regarding Conservation Easements:

The 2023 Florida Statutes (including Special Session C)

Title XL Chapter 704

REAL AND PERSONAL PROPERTY EASEMENTS

704.06 Conservation easements; creation; acquisition; enforcement.—

(1) As used in this section, “conservation easement” means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old; or maintaining existing land uses and which prohibits or limits any or all of the following:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

(b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

(c) Removal or destruction of trees, shrubs, or other vegetation.

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.

(e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old.

(2) Conservation easements are perpetual, undivided interests in property and may be created or stated in the form of a restriction, easement, covenant, or condition in any deed, will, or other instrument executed by or on behalf of the owner of the property, or in any order of taking. Such easements may be acquired in the same manner as other interests in property are acquired, except by condemnation or by other exercise of the power of eminent domain, and shall not be unassignable to other governmental bodies or agencies, charitable organizations, or trusts authorized to acquire such easements, for lack of benefit to a dominant estate.

(3) Conservation easements may be acquired by any governmental body or agency or by a charitable corporation or trust whose purposes include protecting natural, scenic, or open space values of real property, assuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old.

(4) Conservation easements shall run with the land and be binding on all subsequent owners of the servient estate. Notwithstanding the

provisions of s. 197.552, all provisions of a conservation easement shall survive and are enforceable after the issuance of a tax deed. No conservation easement shall be unenforceable on account of lack of privity of contract or lack of benefit to particular land or on account of the benefit being assignable. Conservation easements may be enforced by injunction or proceeding in equity or at law, and shall entitle the holder to enter the land in a reasonable manner and at reasonable times to assure compliance. A conservation easement may be released by the holder of the easement to the holder of the fee even though the holder of the fee may not be a governmental body or a charitable corporation or trust.

(5) All conservation easements shall be recorded and indexed in the same manner as any other instrument affecting the title to real property.

(6) The provisions of this section shall not be construed to imply that any restriction, easement, covenant, or condition which does not have the benefit of this section shall, on account of any provision hereof, be unenforceable.

(7) Recording of the conservation easement shall be notice to the property appraiser and tax collector of the county of the conveyance of the conservation easement.

(8) Conservation easements may provide for a third-party right of enforcement. As used in this section, third- party right of enforcement means a right provided in a conservation easement to enforce any of its terms granted to a governmental body, or charitable corporation or trust as described in subsection (3), which although eligible to be a holder, is not a holder.

(9) An action affecting a conservation easement may be brought by:

- (a) An owner of an interest in the real property burdened by the easement;
- (b) A holder of the easement;
- (c) A person having a third-party right of enforcement; or
- (d) A person authorized by another law.

(10) The ownership or attempted enforcement of rights held by the holder of an easement does not subject the holder to any liability for any damage or injury that may be suffered by any person on the property or as a result of the condition of the property encumbered by a conservation easement.

(11)(a) This section or other provisions of law may not be construed to prohibit or limit the owner of land, or the owner of a conservation easement over land, to voluntarily negotiate the sale or use of such lands or easement for the construction and operation of linear facilities, including electric transmission and distribution facilities, telecommunications transmission and distribution facilities, pipeline transmission and distribution facilities, public transportation corridors, and related appurtenances, nor does this section prohibit the use of eminent domain for said purposes as established by law. In any legal proceeding to condemn land for the purpose of construction and operation of a linear facility as described above, the court shall consider the public benefit provided by the conservation easement and linear facilities in determining which lands may be taken and the compensation paid.

(b) For any land that has traditionally been used for agriculture, as that term is defined in s. 570.02, and is subject to a conservation easement entered into at any time pursuant to s. 570.71, this section or s. 570.71 may not be construed to limit the owner of the land to voluntarily negotiating the use of the land for any public or private linear facility, right of access, and related appurtenances, and reasonable compensation based on diminution in value of its interest in the conservation easement shall be the only remedy to the owner of the conservation easement for the construction and operation of any public or private linear facilities and related access and appurtenances.

(c) This section does not preclude the applicability of any environmental permitting requirements applicable to a linear facility pursuant to chapters 369-380 or chapter 403 or any agency rules adopted pursuant to those chapters.

(12) An owner of property encumbered by a conservation easement must abide by the requirements of chapter 712 or any other similar law or rule to preserve the conservation easement in perpetuity.

(13) A conservation easement agreement may include provisions which allow agricultural activities, including, but not limited to, silviculture, forestry management, and livestock grazing, if such activity is a current or historic use of the land placed under easement. If such agricultural activities are allowed under the terms of the agreement, such activities must be conducted in accordance with applicable best management practices adopted by the Department of Agriculture and Consumer Services. This subsection does not restrict or diminish the authority granted in a previous conservation easement agreement for forest management and livestock grazing as a compatible use on lands subject to a conservation easement.

**ALL BUYERS OF RIVERFRONT LOTS and/or HOMES MUST
ACKNOWLEDGE RECEIPT OF THESE PROVISIONS, BEFORE AN
ESTOPPEL WILL BE ISSUED.**

Printed Name(s) _____

Signature(s) _____

Date: _____

OTHER INFORMATION YOU MAY FIND USEFUL:

- 1. HOA WEBSITE:** <https://www.riverwindcovehoa.org/>
- 2. SFWMD ERP MANUAL:** https://www.sfwmd.gov/sites/default/files/documents/erp_swerp_manual.pdf
- 3. SFWMD ERP APPLICANT HANDBOOK:** https://www.sfwmd.gov/sites/default/files/documents/swerp_applicants_handbook_vol_i.pdf