

Riverrmill notes
&
regs.

a Unit which is bounded by the water's edge, and the extension, to the water's edge, of the Unit's boundary lines which are perpendicular to the water's edge.

(c) Irrigation System. Operation, maintenance and replacement of all irrigation system lines, pumps, meters, timers, sprinkler heads or other apparatus, equipment or machinery;

(d) Exterior of Unit. Maintenance, repair and replacement of all of all portions of any Unit, including but not limited to all plumbing and electrical components thereof, exterior elements of the Unit, including but not limited to the walls, roof, paint, garage doors, entry/exit doors, window screens, all glass surfaces and windows, all swimming pools, pool equipment and machinery, swimming pool screen enclosures, swimming pool decks, all planters and landscaping incorporated into swimming pool decks or enclosures, or affixed to the Unit or any patio or extension of the Unit, patios, walkways and driveways, outbuildings or other improvements.

Section 8.4. Alterations. Owners shall not make any alterations or additions to any Unit, including any changes or alterations of landscaping, ground cover or grass, without first obtaining the written consent of the ARC pursuant to Article 7.

Section 8.5. Liability for Actions. Each Owner shall be liable for the expense incurred by the Association for any maintenance, repair or replacement of any real or personal property made necessary by the act, neglect or carelessness of the Owner or the Owner's tenants or any member of their families, or their guests, employees or agents (normal wear and tear excepted). Each Owner shall also be liable for any personal injuries caused by his negligent acts or those of his tenants or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies' of rights of subrogation.

Section 8.6. Exculpation of Association and Declarant. Neither the Declarant nor any Builder shall have any obligation whatsoever for the performance of any service described in this Declaration, or for the failure or refusal of the Association to perform such services.

Section 8.7. Events of Force Majeure. Notwithstanding anything herein to the contrary, neither the Association, nor its officers or directors, nor Declarant shall be liable for any damages suffered by any Owner resulting from acts of God, natural disaster, bad weather or other events or conditions beyond the control of the Association, including but not limited to, damage or destruction of landscaping (including trees, shrubs and other plants), or damage caused by wind blown debris. In the event of loss or damage to landscaping on any Lot, the Owner of said Lot shall be exclusively responsible for payment of all costs of restoration or replacement, and shall cause such damage to be completely repaired within six (6) months after the event. If any Owner shall fail to repair such damage within such time period, the Association shall have the right, but not the obligation, to perform such restoration, repair or replacement, and the cost thereof shall be assessed against the Lot as a Special Assessment. By acceptance of the deed to the Lot, each Owner, for and on behalf of himself/herself and any insurer, hereby waives all rights of subrogation against the Association, its officers and directors, and Declarant for recovery of costs expended by any such insurer for the restoration, repair or replacement of damage to, or caused by, any landscaping (including trees, shrubs and other plants) or wind blown debris.

ARTICLE 9

USE RESTRICTIONS

Section 9.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 9.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 9.4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or ~~mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means~~ displayed within the subdivision except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) Declarant's Signs. Signs or billboards may be erected by the Declarant or any Builder

(c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

(d) Address Signs. An Owner may display an address sign or marker in the form and style first installed by the Declarant or Builder of the Unit, or in such other form or style approved by the ARC pursuant to Article 7.

(e) Compliance with Laws. Notwithstanding the foregoing, Owners erecting signs permitted by this Section 9.4 shall comply with all local and state laws, ordinances and regulations governing such signs, including any requirements for permits. This paragraph shall not be deemed to permit any signs except those specifically enumerated in paragraphs (a) through (d) above.

Section 9.5. Campers, Boats and Recreational Vehicles. No campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot, and said vehicles and accessories are in an operable condition. The ARC as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an approved enclosed structure which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

Section 9.6. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than two (2) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association.

Section 9.7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or

disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street adjacent to any Lot except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 9.8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9.9. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas not intended for vehicular access or on any easement unless in use for maintaining such Common Areas.

Section 9.10. Business, Commercial or Institutional Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted by a Unit Owner or resident of a Unit, if in connection therewith customers, patients, deliveries, or the like come to the Unit or if such nonresidential use is otherwise apparent from the exterior of the Unit. The foregoing shall not apply to construction offices, model homes and sales offices of Declarant or Builder as set forth in this Declaration, and shall not preclude Declarant's or Builder's activities associated with the construction, development and sale of Lots and Units within the Neighborhood Property, or any portion thereof.

Section 9.11. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ARC. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

Section 9.12. Fences and Walls. No fence or wall shall be erected or maintained on any Lot except for (1) fences erected in conjunction with model homes or sales offices, (2) Common Area walls, fences or buffering or screening structures, landscaping or improvements erected by the Declarant or the Association, (3) walls erected by the Declarant or Builder as part of the original architecture of the Unit to which they are appurtenant and in compliance with the plans and specifications therefor approved by the Declarant or the ARC, or (4) fences, walls or enclosures for swimming pools in compliance with local or state ordinances and laws, subject to approval by the ARC pursuant to Article 7, or (5) subject to approval by the ARC pursuant to Article 7, vinyl coated chain link fences, wood shadowbox fences, and aluminum picket rail fences situate on rear Lot lines and side Lot lines; provided, that no such fence shall exceed a height of six (6) feet measured from ground level; and no fence shall be permitted on the lot side adjacent to a street unless such fence is screened by a landscape hedge approved by the ARC.

Section 9.13. Landscaping. Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed six (6) inches in height).

Section 9.14. Solar Energy Devices. Subject to the provisions of Section 163.04 Florida Statutes, to the extent applicable, no Owner may erect or maintain solar collector panels or other solar energy devices or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC.

Section 9.15. Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ARC. No unpainted concrete block surfaces shall be visible on any exterior wall. Notwithstanding the foregoing, the ARC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 9.16. Chimneys. All fireplace flues, smoke stacks and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

Section 9.17. Closelines and Outside Clothes Drying. No rugs, or laundry of any kind, or other similar type article, shall be shaken, hung or exposed so as to be visible outside the Unit; and Clothes hanging devices exterior to a dwelling shall not be permitted on any Lot, Unit or Common Area. However, if such restriction is prohibited by legislation having jurisdiction over the Property, then only portable outdoor clothes drying devices located behind the Unit, as approved by Association shall be permitted and all such devices shall be screened from public view and shall be removed when not in use.

Section 9.18. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

Section 9.19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 9.20. Mail Boxes. Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ARC. If the Postal Service requires the use of cluster type mailboxes, such mailboxes shall be erected and maintained by the Association within the right-of-way of the Private Streets or on other Common Property at locations required or approved by the Postal Service. If the Postal Service provides door-to-door delivery service, each Owner shall be responsible for erecting and maintaining the Owner's mail box in accordance with Postal Service regulations, subject to approval of the ARC of any deviation from the original mail box installed by the Builder.

Section 9.21. Roof. No exposed roof surfaces on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the State Insurance Board or other appropriate governmental authority as meeting fire retardant standards. The ARC shall have the authority to approve roof treatments and materials when in its determination such treatments and materials, in the form utilized will not be a detriment to the quality of the community.

Section 9.22. Setback Lines. All buildings or other structures, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines shown on the recorded Plat or imposed by the governmental authorities. Notwithstanding the foregoing, the ARC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship, however, no such variances granted by the ARC shall effect to rights of the governmental authorities to enforce the setback requirements shown on the Plat.

Section 9.23. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature shall not be placed on any Lot in the Neighborhood between the street right-of-way and the front of a Unit and must be approved by the ARC. No

permanently installed basketball poles and backboards are permitted. No portable basketball backboards may be kept outside of a Unit overnight or when not in use.

Section 9.24. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

Section 9.25. Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ARC shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except intentional misdeeds and gross negligence.

Section 9.26. Television and Radio Receiving Devices. No exterior radio or television antenna, satellite dish, microwave antenna or other antenna or device for sending or receiving television or radio signals may be erected or maintained on the exterior of any Unit in the Property in such a manner as to be visible to an observer from the street in front of the Unit. Television and/or radio receiving devices may be erected on the exterior of a Unit in a location that does not allow them to be visible to an observer from the street in front of the Unit if such devices are approved for installation by the ARC, provided however, that satellite receiving dishes in excess of 39 inches in diameter shall be prohibited on all Lots. Notwithstanding the foregoing, the Board of Directors of the Association shall have the authority to establish size limitations for television and radio receiving devices that do not have a material effect upon the appearance of the Unit which devices may be approved for use in areas that are visible to an observer from the street if advances in technology create devices that are unobtrusive and do not materially affect the appearance of the Unit. By acceptance of a deed to a Unit within the Property, each Owner agrees that this restrictive covenant is a reasonable limitation on the Owners' ability to receive television and/or radio transmissions, and (1) does not unreasonably delay or prevent installation, maintenance or use of television or radio receiving devices, (2) does not unreasonably increase the cost of installation, maintenance or use of television or radio receiving devices, (3) does not preclude reception of an acceptable quality television or radio signal, and (4) does not impose an unnecessary burden, expense or delay on any Owner. Each Owner covenants with Declarant and every other Owner that the rights of the Association and all other Owners of Units in the Property in the protection of property values and the architectural character and aesthetics of the Property supersedes and takes precedence over the interests of each individual Owner in the placement of television and radio receiving devices, and that the limitations established in this Declaration provide each Owner reasonable alternatives for receiving quality television and radio signals without the necessity of erecting receiving devices in locations that are visible to observers from the street in front of the Unit or otherwise materially affect the appearance of the Unit. Therefore, each Owner agrees to be bound by this limitation and waives the benefits of any contrary rule or regulation promulgated by the Federal Communications Commission or other governmental body or agency.

Section 9.27. Maintenance of Premises and Landscaping. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot. All lawns, landscaping and irrigation systems, and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground irrigation systems, to the pavement edge of any abutting streets and to the water line of any abutting lakes, canals or water bodies. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan.

Section 9.28. Lakes. No swimming is permitted. The use of gasoline motors is prohibited. Electric motors not larger than three (3) horsepower are permitted. Sailboats, rowboats, and other boats without engines or motors are permitted. The parking and storage of boats, boat trailers, or the like is prohibited without the prior written consent of the Association, unless fully enclosed and stored within a garage upon a Unit.

Section 9.29. Docks. Docks, ramps or floats are prohibited in any of the water bodies or lake banks within the Rivertmill. Any permanent disturbance to the existing natural shoreline is not permitted. This prohibition does not apply to the Declarant or the Association for a Common Area installation.

Section 9.30. Discharge into Water Bodies. Nothing other than storm water or irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. The construction and/or installation of any device through which water is drawn shall be subject to the prior written approval of the ARC as set forth in Article 7 of the Declaration. Irrigation water may not be withdrawn from any body of water within the Property or the ground without the consent of the Declarant, its successors and assigns, which consent may be withheld in the sole discretion of such Board.

Section 9.31. Party Walls. Some, or all, of the Units may be constructed as attached dwellings, and will share common walls which shall be referred to herein as "Party Walls." The Owners of the Units sharing Party Walls shall be jointly responsible for all maintenance, repairs and replacement of the Party Walls, and the Association shall not have any responsibility or authority whatsoever for the maintenance, repair or replacement of any Party Wall. No Owner shall make any hole or penetration of any Party Wall without the prior written consent of the other Owner(s) of the Party Wall. Any Owner who causes damage to any Party Wall through his acts or omissions, or through the acts or omissions of the Owner's tenants, guests, invitees or members of the Owner's household or family, shall be liable to the other Owner(s) of the Party Wall for the cost of repairing such damage and restoring the Unit and property of the other Owner(s) to the condition they were in immediately prior to such damage. The Board of Directors of the Association may, in its sole and absolute discretion acting on the mutual written request of the Owners of the Party Wall, elect to assist the Owners of Party Walls in the peaceful resolution of any disputes concerning the Party Walls through voluntary non-binding mediation. If the Board elects to assist by providing voluntary non-binding mediation for the Owners of the Party Wall, the Board shall have no liability whatsoever for the outcome of the mediation, or the failure of any Owner to respect the agreement, if any, reached through mediation. No Association funds shall be expended to provide voluntary non-binding mediation services to the Owners of Party Walls, and such Owners shall agree to pay any expenses of such mediation, in advance, as part of their mutual request for mediation. The Board may elect to terminate any such voluntary mediation at any time and without any prior notice or cause by delivering written notice of such termination to the Owners of the Party Wall. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Units sharing a Party Wall.

Section 9.32. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted, without the prior written consent of Declarant or the ARC.

Section 9.33. Tracts "OS4" and "OS5". Except for sod and irrigation system that may be installed in Tracts "OS4" and "OS5" which are permitted improvements, Tracts "OS4" and "OS5" shall be maintained devoid of buildings, accessory structures, fences, hedges, shrubbery, walks and impervious areas, and shall be maintained as "Open Space". The Owner of Lot 60 shall at its own cost and expense maintain in good and living condition Tract OS5; and the Owner of Lot 219 shall at its own cost and expense maintain in good and living condition Tract OS4. "Good and living condition" shall mean the proper irrigation, fertilization, mowing and edging thereof.

Section 9.34. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Unit shall be of a type approve by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.