

homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in River Watch have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in River Watch have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in River Watch to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VIII, Section 4, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Association shall take over.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (I) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction,

location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

In reviewing any particular application, the Committee shall consider whether its action will: (I) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof or color change be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (I) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of River Watch, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot and including building setbacks, open space, driveways, walkways, and parking spaces including the number thereof;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations of any proposed Structure and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, exterior color scheme for original construction or color changes, lighting schemes, and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and

(f) plans for landscaping and grading, especially if the proposed Structure consists of such landscaping or grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such

plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The initial construction of a dwelling on a Lot by a builder shall be subject to these provisions, but approval of plans and landscaping shall only be required once for any model plan. Thereafter, no plans or landscaping approval shall be required for construction of the same model on another Lot.

Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 ½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the

Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any Builder of homes in River Watch from using any Lot owned by Declarant or such Builder of homes for the purpose of carrying on business related to the development, improvement, and sale of Lots and dwellings; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

Section 2. Setbacks and Building Lines.

(a) Dwellings: Each dwelling which shall be erected on any