

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

Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Plat or required by Law. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plat or required by Law, unless the law allows for variance. The minimum front setback for a dwelling shall be 25 feet, the minimum rear setback shall be 20 feet, and the minimum side setback shall be a total of 15 feet for both sides added together, with no side less than 5 feet, or as allowed by ordinance.

(b) Walls and Fences: All fences and walls shall be subject to the prior written approval of the Architectural Control Committee as to placement, location, height, materials, and finish, and shall comply with all governmental requirements. No fences shall be erected or permitted to remain without such approval. No fences shall be permitted except Ultra wood shadowbox; or equivalent pressure-treated wood product having a warranty of at least thirty years, constructed in a shadowbox style, and approved by the Architectural Control Committee. Fences shall be placed so that the posts shall be placed on the inside of the fence and the side without any supports shall face out from the Lot. No fence shall be permitted to the front of a point eight feet rearward from the front of the house. Side fences and front sections from the side to the house shall be six feet in height or less. Corner lots may be fenced on the second front side as permitted by county ordinances. Rear fences shall be limited to six feet in height or less. Notwithstanding the above, houses on lots that abut rear conservation areas shall be permitted fences to the rear of the house of only black-vinyl coated chain link, with black posts and hardware, with a maximum height of four feet.

(c) Subdivision of Lots: One or more Lots or Parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and so long as each Lot shall have an area at least as large as the smallest lot set forth on the Plat. In such event, the building and setback line requirements provided herein shall apply to such Lots as are subdivided or combined.

(d) Terraces, Eaves, and Detached Garages: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall not be considered as a part of the Structure. No additional side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached Structures must not encroach upon any side or rear setback line or

upon the Lot of an adjacent Owner or upon any easement as set forth herein.

Section 3. Building Requirements. The living areas of the main structure, exclusive of open porches, garages, carports, patios, gazebos, and breezeways, shall be not less than 1850 square feet for structures in Units 5 and 6, and not less than 2200 square feet in Unit 7.

Section 4. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall adopt standards for uniform mailboxes, which shall be the same design for each Lot, and shall designate an available supplier for all mailboxes, and all other particulars of receptacles for the receipt of mail, newspapers, or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 6. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, provided this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds, construction trailers or other temporary structures during construction. No trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently, but this provision shall not preclude the erection and use, if approved by the Architectural Control Committee, of an additional residential unit designed and permitted for use over a garage or other location or structure, and subsidiary to the main residence. Outbuildings for appurtenant use may be erected within the setbacks specified in Section 2 above, if the Architectural Control Committee approves the use, location, and materials proposed for such outbuilding. No structural steel or aluminum sheds shall be approved. The architectural finish of any shed must be the same as that of the house, and the shed shall be properly screened as approved by the Architectural Control Committee. The plate height of a shed, exclusive of the roof, shall be no higher than seven feet, four inches above the slab on grade.

Section 7. Building Materials and Construction Activities. No building materials or equipment used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to

completion of the improvement to which same is to be used.

Any Owner allowing construction agrees to maintain job sites in a neat and orderly condition throughout construction and not to cause trash and debris to accumulate anywhere within subdivision. Such Owner agrees to keep roadways, easements, swales, and other property within subdivision clear of trash and construction materials at all times. If a violation of any of the terms and conditions of this Agreement occurs, Owner shall have twenty-four (24) hours from, Declarant or the Association notifying the Owner to remove or cure violation. Declarant or the Association shall have the right after twenty-four (24) hours notice to remove or cure violation and charge the Owner costs plus a fifteen (15%) percent administrative fee thereof. If the violation was caused by a contractor or subcontractor of the Owner, Declarant or the Association may prohibit the contractor or subcontractor from entering subdivision without any liability to Owner. Owner shall hold harmless and defend Declarant and the Association against all claims, damages, losses, including but not limited to attorney's fees, court costs to include appeals, incurred or suffered by Declarant or the Association as a result of taking such action.

Owner agrees to avoid altering or causing damage to the subdivision improvements during construction and assumes full responsibility for the cost of any repair of subdivision improvements necessitated by Owner's, his agent, employee, contractor or subcontractor damage.

Section 8. Completion of Construction. The Association shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence or Structure not completed within one (1) year from the date of commencement of construction. The construction of any dwelling, or repair, or replacement of any dwelling damaged by fire or otherwise, or other Structure must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or Structure in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

Section 9. Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of four (4) dogs, cats, or

other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 9, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure fences when out of doors. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from River Watch if the pet has attacked or bitten a person or other person's pet.

Section 10. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in River Watch.

Section 11. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a professional sign one square foot in size and a sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 12. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant as part of the Work, together with the buffer walls, will constitute an improvement to each Lot upon or along which it is situated and the property of the Owner of such Lot, who shall be responsible for all costs of maintaining and repairing the interior portion situated on or along such Lot. Any such wall shall be considered part of the perimeter screening regardless of whether it is located in a public right-of-way or on a Lot. To assure visual uniformity on the side of all such walls, fencing, or other screening facing the exterior perimeter of the Property or any street or road located therein,

the Architectural Control Committee may establish when, how, and with what materials any required maintenance, repair, and replacement will be performed. If any Owner then fails to perform any such maintenance, repair, or replacement in the manner reasonable directed by the Architectural Control Committee with respect to such Owner's Lot, the Association may perform it at such Owner's expense and assess its cost to such Owner's Lot as provided in Article IV herein and the Owner hereby grants the Association an easement to enter upon its Lot to perform such work. The Association shall be responsible for all costs of maintaining and repairing the exterior portions of walls, fencing, signs and landscaping located on wall, landscaping and planter easements, as shown on the plat.

Section 13. Sidewalks. The Owner of each Lot shall be responsible, at the Owner's sole cost and expense, for the installation of sidewalks on his Lot in accordance with the requirements of Hillsborough County ordinances. Installation of said sidewalks shall be completed concurrently with the completion of the residence, but in all events within three (3) years from the date of closing of sale of the Lot to Owner. Each Owner, at his sole cost and expense shall maintain the sidewalk on his Lot. To assure visual uniformity of sidewalks the Architectural Control Committee shall establish how and with what materials any installation, maintenance, or repair shall be performed. If any Owner fails to comply with the requirements of this Section after reasonable notice, the Association or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter any Lot for the purpose of maintaining the sidewalks and enforcing, without any limitation, all of the restrictions as set forth as part of this Declaration. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

The Declarant reserves as part of the Common Area an easement for access over and on the sidewalks with said easement also being for the purpose of enforcing, without limitation, the reservations and restrictions set forth herein which shall include the repair and maintenance of the sidewalks.

Each owner shall have a cross easement appurtenant for use of the sidewalks, subject to the limitations and restrictions stated herein.

Section 14. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with

the prior approval, in writing, of the Architectural Control Committee. All fuel tanks, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service, including but not limited to lines, pipes and wiring, to residences shall be underground.

Section 15. Use and Protection of Lakes and Ponds.

(a) The Private and Lake Areas of each Lake Lot shall be for the exclusive use and benefit of the Lake Lot Owner thereof subject, however, to the limitations, restrictions, and reservations stated herein:

The Declarant reserves as a part of the Common Area, an easement for access, ingress and egress over and on each Lake Lot with said easement also being for the purpose of enforcing without limitation the rights, reservations, and restrictions set forth herein.

The Association, or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any Private Area and Lake Area for the purpose: (I) of maintaining the Lake Area; (ii) or removing any improvement constructed or maintained upon such Private Area or Lake Area in violation of the provisions hereof; (iii) of restoring such Private Area as authorized; and (iv) of otherwise enforcing, without any limitation, all of the restrictions as set forth as a part of this Declaration.

The responsibility for repair and general maintenance of the lake Areas is that of the Master Association for the functional maintenance of drainage. The Master Association has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. The individual lot owner shall have maintenance responsibility for all lake and pond areas as to aesthetic maintenance.

No Owner shall construct or maintain any improvement upon a Private Area which would, in the judgment of the Association, detrimentally affect the normal water level of the Lake Area. No docks, fences, or structures may be constructed on any Private Area or Lake Area unless prior written approval of the Architectural Control Committee is given. No Owner may fill a Lake, draw water from a Lake nor place solid material or liquids in a Lake. No Owner shall remove native vegetation

(including without limitation cattails) that become established within any Lake or Lake Area. Prohibited removal shall include, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department.

(b) Each Lake Lot Owner shall have a cross easement appurtenant for use of the Lake which his Private Area borders subject to the limitations and restrictions stated herein.

The use of the Lake Area and Lake shall be subject to the Homeowners' Association Rules. There shall be no use of the Lake Area and Lake except natural recreational uses which do not injure or scar the Lake Area or Lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Private Areas, or in their enjoyment of the Lake Area.

(c) Neither the Declarant nor the Association shall be responsible for control over the level of water in any Lake. Nor shall Declarant or the Association be liable for damages in any way for an increase or decrease to the water level of any Lake Area or Lake. Each Owner agrees that he will not bring any action or suit against Declarant or Association to recover for any damage caused by an increase or reduction in the water level of any Lake Area or Lake.

Section 16. Boats. Boats or any flotation devices are prohibited on all Lakes and ponds.

Section 17. Swimming Pools. Swimming pools must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Control Committee. Swimming pools must conform to the setback and building requirements as shown on the Plat for such structures, and as required by applicable law.

Section 18. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including: all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Control Committee any Owner shall fail

to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Association. If the Association Board shall agree with the determination of the Architectural Control Committee, then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Association shall have, in addition to all other rights set forth in this Declaration, at law or inequity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 19. Antennae and Clotheslines. No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the above, a satellite dish antenna eighteen inches (18") in diameter or smaller may be installed on the rear side of the dwelling or in the rear yard with landscape screening and with approval of the Architectural Control Committee. No clothesline shall be installed in the yard of any Lot, without the prior approval of the Architectural Control Committee.

Section 20. Window Treatment and Air Conditioners. All window treatments shall be commercial products designed for that purpose. No newsprint, foil, or other material not made for windows shall be used as a window treatment. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 21. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, recreational vehicles, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. Passenger automobiles shall not be parked on any street overnight. The foregoing will not be interpreted, construed, or applied to prevent the temporary nonrecurrent parking of any vehicle, boat, or trailer for a period not to exceed forty-eight (48) hours upon any Lot. There shall be no major or extended repair or overhaul performed on any vehicle on the Lots. All vehicles and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of

the owner thereof.

Section 22. 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 designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. All garbage and trash cans and containers shall be kept in the garage or in the rear yard, screened to conceal them from view of neighboring Lots and streets, except on the days of collection. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee or the Association. Trash for pickup may be put out no more than 24 hours prior to pickup, and trash containers must be stored not more than 24 hours after pickup.

Section 23. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 24. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 25. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 26. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, cable television and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 27. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality. No vehicular access to any Lot having double frontage along a designated collector road and another roadway segment shall be permitted from the right-of-way of the designated collector road.

Section 28. Garages. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. All garages must be substantial and conform architecturally to the

dwelling to which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles, hobbies, and storing Owner's household goods.

Section 29. Mineral Operation. 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 any wells, tanks, tunnels, mineral excavation, or shafts be erected, maintained, or permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 30. Roofs, Eaves, and Gables. All roofs shall have a slope or pitch of a minimum of five feet of rise for each twelve feet of lateral distance, or 5/12. Roofing materials shall be dimensional shingles with a minimum twenty-five year warranty, or other materials of similar useable life approved by the Architectural Control Committee. All shingles shall be fungus resistant if other than black. Under eaves, the fascia shall be a minimum of six inches, and the soffit shall be a minimum of eight inches. The ends of gables shall be finished with the same material finishing on the sides of the house.

Section 31. Tennis Courts and Basketball Goals. Tennis courts are permitted at locations as approved by the Architectural Control Committee. Lighting of tennis courts is prohibited after 9:30 PM on any evening until the following sunrise. Basketball goals, of either temporary or permanent placement, must be approved pursuant to application with drawing of proposed location by the architectural control committee, prior to erection. The Architectural Control Committee shall review such applications as to placement of the basketball goal, and shall not approve any application which would burden adjoining property or common area, as determined in the sole discretion of the Committee.

Section 32. Clearing and Landscaping. Any clearing on a Lot in excess of that required for the dwelling footprint and access thereto plus two feet, must be approved by the Architectural Control Committee and should be kept to a minimum. Landscaping with Floridascape plant species is recommended, with minimum areas of sod. The streetscape and sidewalk area must be fully sodded and irrigated. The Architectural Control Committee may adopt standards for landscaping which include requirements for Floridascape plantings for water conservation. Each lot must have a three-inch minimum oak planted between the sidewalk and the street. On corner lots, a minimum of two oak trees of four inch diameter shall be planted and maintained.

Section 33. Building Exteriors. All exterior colors and changes thereto shall be subject to review and approval by the architectural control committee prior to the application or change. All fire chases or chimneys shall be of stucco, brick, or the same material finishing the facing or siding of the house. All gable ends shall be of the same material finishing as the facing or siding of the house. All sheds shall be finished with the same material as the house, and shall be landscaped.

ARTICLE VII

EASEMENTS

Lots subjected to this Declaration shall be subject to:

- (a) Those easements, if any, shown as set forth on the Plat thereof; and
- (b) All easements provided for in this Declaration.

The appearance of any easement area on a Lot and all improvements in or on it shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for