

Enforced Covenants, Conditions, Restrictions & Easements for River Reach Pointe

- **DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS**

- Mailboxes to be uniform, approved before installation and made from approved materials;
Specifications: wood painted black w/copper cap/(s) mailbox: black metal box (7in W X 9.5in H) with white numbers on center of the door (1 inch in height)

SECTION 8. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION

MARKERS. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering 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.

- **TRAILERS. TRUCKS. SCHOOL BUSES. BOATS. BOAT TRAILERS**

- No boats, trailers, motorcycles, golf carts in driveways for over 48 hours at a time
- No motorcycles or golf carts to be parked in driveways, yards or on street ¹
- Parking on one side of the street only (safety of residents) & in direction of traffic

SECTION 6. BUILDING REQUIREMENTS. The heated living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than Two Thousand (2,000) square feet. The exterior of all structures shall be brick, stucco, hardy plank, wood or any other natural material. No aluminum or vinyl siding will be allowed.

SECTION 9. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, bam or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided however, this Section shall not be construed to prevent the Declarant and those engaged in construction activities on the Lots from using sheds or other temporary structures during construction.

SECTION 16. TRAILERS. TRUCKS. SCHOOL BUSES. BOATS. BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers, and vans¹ or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets and adjoining lots. In addition, vehicles without current registration may not be kept, stored or parked on any Lot, but may be kept in garages. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage¹. The foregoing will not be interpreted or construed or applied to prevent the temporary non-recurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

- **AESTHETICS. NATURAL GROWTH. SCREENING. UNDERGROUND UTILITY SERVICE**

- Proper screening for propane/generator/trash cans/HVAC (mechanical equipment) to be approved by ACC

SECTION 14. AESTHETICS. SCREENING. UNDERGROUND UTILITY SERVICE.

Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of

neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

• **EXTERIOR MAINTENANCE**

- Grass to be edged and removed from driveway/sidewalk breaks and all crevices
- Painting of homes, color to be approved
- Flagpole on lawn, to be approved
- Power washing of house/drive/sidewalk and the curbing along the property line on notice of mold/dirt/grime
- Yards/bushes/trees to be kept in a consistent manor with other neighbors
- Bushes to be maintained
- Grass clippings and debris to be blown into other green space or collected (not left in street)

ARTICLE VI EXTERIOR MAINTENANCE

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the Event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in River Reach Pointe, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in River Reach Pointe shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE X GENERAL PROVISIONS

SECTION 1 ENFORCEMENT. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant or the Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. In addition to the rights and remedies hereinabove enumerated, and

not as any limitation thereof, if the Association or the Declarant that any provision of these Covenants has been violated, the Association or the Declarant may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Association or the declarant can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so. The Declarant and the Association, as the case may be, shall have the right to establish, assess and collect reasonable fines and penalties for violations of the Declaration, which may be enforced by the filing of liens against Lots as provided herein. Such fines shall not exceed \$50.00 per violation per day for first time violators, and up to \$100.00 per violation per day for repeated violations. All fines shall be the personal obligation of the Lot Owner.

¹ Not enforced at this time due to further review by the Board.