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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
RIVERWOOD RANCH HOMEOWNERS ASSOCIATION, INC.**

This Amended and Restated Declaration of Covenants and Restrictions for Riverwood Ranch is adapted this 4th day of February, 2012 by the Riverwood Ranch Homeowners Association, Inc., a Florida not-for-profit corporation. ("Association") and the Members thereof.

RIVERWOOD RANCH HOMEOWNERS ASSOCIATION, INC. is located in Citrus County, Florida. A more detailed description of the property is presented in a Master Survey of the same, which has been recorded in O. R. Book 1276 Page 1387, etc. of the Public Records of Citrus County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting such subdivision, the Association hereby declares that all of the Lots within the real property described above and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restriction, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

WITNESSETH:

WHEREAS, The unrecorded plat of RIVERWOOD RANCH was originally developed by RIVERWOOD RANCH, INC., a Florida corporation; and

WHEREAS, The unrecorded plat of RIVERWOOD RANCH is to be used for fee simple, single family residences, with common areas for recreation and other needs, and consists of the following real property: see Master Survey, recorded in the Public Records of Citrus County, Florida, Book 1276, and Page 1387.; and

WHEREAS, The Land is subject to the Declaration of Covenants, Conditions and Restrictions for RIVERWOOD RANCH HOMEOWNERS ASSOCIATION INC., originally recorded in the Public Records of Citrus County, Florida, Book 1285, and Page 0012.

WHEREAS, pursuant to the Restrictions, RIVERWOOD RANCH HOMEOWNERS ASSOCIATION INC. was formed; and

WHEREAS, subsequent to the original recording of the Restrictions, the Restrictions have been amended several times, and recorded in the Public Records of Citrus County, Florida, Book 1459, Page 2458, Book 1829, Page 1637, Book 2021, Page 2031, Book 2285, Page 561.

WHEREAS, the Association, through its members, desires to amend and restate the Restrictions;

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and

WHEREAS, it is the Associations' intent that the Land continue to be subject to the Restrictions, as amended and restated herein.

NOW THEREFORE, the Association declares that the Land shall be held and conveyed subject to the following covenants and restrictions which shall run with the land.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

- A. **"Association"** shall mean and refer to RIVERWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit whose Articles of Incorporation are recorded in Official Records 1285 at Page 0007, of the Public Records of Citrus County, Florida, January 21, 1999.
- B. **"Architectural Review Board" (ARB)** is the group of property Owners appointed by the Board of Directors and charged with the duty of ensuring that building and construction plans follow the rules for construction outlined in the Covenants and Restrictions under Articles VII and VIII. The Architectural Control Board (ARB) will report to the Board of Directors as outlined in Article VII, Section 2.
- C. **"Board of Directors" (Board)** is the group elected by the Association Membership to conduct the business of the Association. As a minimum, the Board will consist of a President, Vice President, Secretary and Treasurer.
- D. **"Building"** shall mean and refer to a structure erected on the Lot.
- E. **"By-Laws"** shall mean and refer to the By-Laws of the Association, as same may be amended time to time.
- F. **"Common Area"** The common areas shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of the Members of the Association, which shall include, but not be limited to, a nonexclusive common easement of ingress and egress over that certain private road known as North River Ranch Path.
- G. **"Declaration"** shall mean and refer to this Declaration, together with any supplements or amendments hereto.

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- H. **“Developer”** shall mean RIVERWOOD RANCH, INC., a Florida corporation, its successors and assigns, if any such successor or assignee, and signify the original Riverwood Ranch development property Owner. The Developer had sole control of the Homeowners Association and Architectural Review Board (ARB) from January 1999, until March, 2005, at which time the control of the Homeowners Association was assumed by the Home and Lot Owners.
- I. **“Dwelling”** shall mean and refer to a single family residence located on a Lot.
- J. **“Land”** shall mean and refer to all of the Lands and improvements described in the Master Survey, recorded in the Public Records of Citrus County Florida, Book 1276, and page 1387.
- K. **“Lot”** shall mean and refer to any Lot in RIVERWOOD RANCH together with any and all improvements thereon shown on the unrecorded Plat of RIVERWOOD RANCH referred to above, on which a residential structure could be constructed, whether or not one has been constructed.
- L. **“Maintenance”** shall mean the exercise of reasonable care including roads, easements of ingress and egress, drainage easements, water retention easements, utility easements, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.
- M. **“Owner”** shall mean the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the subdivision.
- N. **“Property”** shall mean and refer to Lots 3 through 9 and Lots 11 through 31 of the unrecorded subdivision and are subject to this Declaration and any supplemental Declaration, or Declarations, under this provision of ARTICLE II hereof. Amendment dated October 19, 2001, Book 1459, page 2458, and March 18, 2005, recorded in the Public Records of Citrus County Florida, Book 1829, page 1638 having released Lots 2 and 10 from the Declaration of Covenants, Conditions and Restrictions.
- O. **“Rounding”** All fractional numbers will be rounded up for .5 and over, down for less than .5 where it applies to number of votes. Example: (2/3) of 25 lots will require a majority vote of 17. Financial matters will be rounded to 2 decimal points.
- P. **“Voting Member”** shall mean one vote per Lot for each Lot that is current on Association Assessments. Voting rights are suspended for the nonpayment of any assessments that are delinquent in excess of 90 days.
- Q. **“Assessments”** shall mean annual, special, exterior maintenance or fines.

Article II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERE TO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in Citrus County, Florida, and comprises Lots 3 through 9, Lots 11 through 31 and easements and road shown on the master survey described above. Amendment dated October 19, 2001, Book 1459, page 2458, and March 18, 2005, recorded in the Public Records of Citrus County Florida, Book 1829, page 1638 having released Lots 2 and 10 from the Declaration of Covenants, Conditions and Restrictions.

Section 2. Additional Land. As per the settlement agreement dated March 1, 2005, the Developer may, but shall have no obligation to, add Additional Lands at any time or from time to time to the scheme of this Declaration, provided only that (a) any portion(s) of Additional Lands, shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of such Additional Land shall, at the time of addition to the scheme of this Declaration, be platted as single family residential Lots, (c) said plat of the Additional Land shall dedicate, or commit to dedicate, to the Association the Common Areas of said plat of the Additional Land, and (d) upon addition of the Additional Land to the scheme of this Declaration, the Owners of the property therein shall be and become subject to this Declaration and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their prorate share of Assessment expenses. The addition at any time or from time to time of all or any portion(s) of the Additional Land to the scheme of this Declaration shall be made and evidenced by filing in the Public Records of Citrus County, Florida, a supplementary Declaration with respect to the Additional Land to be added.

Article III

PROPERTY RIGHTS

Section 1. Title to Common Areas. Developer has conveyed the Common Areas to the Association subject to taxes for the year of conveyance and to restrictions, conditions, limitations, reservations and easements of record as per settlement agreement signed on March 1,

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2005.

Section 2. Owners' Easements of Enjoyment. Every Owner of a Lot shall have a nonexclusive common right and easement of enjoyment and ingress and egress in and to the Common Area as defined above, which shall be appurtenant to and shall pass with the title to such Lot, subject to the following:

- A. The right of the Association to take such steps as reasonably necessary to protect the above-described property against foreclosures;
- B. All provisions of this Declaration, any Plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;
- C. Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association;
- D. Restrictions contained on any and all Plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property;
- E. Easements for installation and maintenance of utilities and drainage facilities as shown on the unrecorded plat described above. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement areas shown on each Lot and all improvements thereon, shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built or erected or maintained on any such easements, reservation or right of way.

Section 3. Right of Entry. The Homeowners Association, through their duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot or Tract at any reasonable hour on any day to perform such maintenance as may be authorized herein.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is

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subject to assessment. Each Lot shall have 1 vote in Association matters, regardless of the number of persons or entities that may jointly own a Lot.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Any Owner of any Lot (by acceptance of a deed therefore, whether or not shall be so expressed in any such deed or other conveyance) including any purchases at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessment to be fixed, established and collected from time to time as hereinafter provided.

As such, assessments, together with interest and as defined by Statute 720 for Homeowner Associations in the State of Florida, may be added to the lien. These assessments, fees and interest shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or by abandonment, or otherwise. Fines and penalties may be adjusted to those limits and amounts as defined by Statute 720 for Homeowner Associations in the State of Florida.

Section 2. Purposes of Assessment. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision, including but not limited to the following:

- A. Maintenance and repair of private road known as North River Ranch Path legally described in the unrecorded plat, and maintenance and repair of entrance gate and systems;
- B. Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility services for the Common Area;
- C. Maintenance and repair of all storm drains, sanitary sewers, private roads, and easements shown on the above described unrecorded plat;

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- D. Fire insurance covering the full insurable replacement value of the Common Area with extended coverage;
- E. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually, and increased or decreased at the discretion of the Association;
- F. Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association;
- G. Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation, all equipment, furnishings, and personnel necessary or proper for the use of the Common Areas; and
- H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, or By-Law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association of the operation of the Common Area, for the benefit of the Lot Owners, or for the enforcement of these restrictions when the total amount charged is under \$500.00.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repairs, be less than \$500.00 per Lot, per annum. The annual assessment may be increased by no more than 10% in any given year, should the Board of Directors determine that cost of living increases have significantly increased the costs of running the Association. The Board of Directors of the Association (the Board) shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association as to which the decision of the Board of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Homeowners Association, the maximum annual assessment may be increased from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in RIVERWOOD RANCH as defined in this Declaration of Covenants and Restrictions as Lots 6 through 9 and Lots 11 through 31.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessment, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as

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approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 6. Date of commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the first day of January. Assessments will be set by the Board of Directors at the close of each calendar year, on the recommendation of the Treasurer. Notice will be sent to all members of the yearly assessment. Assessments will be due by January 31st of each calendar year.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association, at a public meeting in December, shall fix the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of the due date and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Annual Assessment: The Lien, Personal Obligation, Remedies of Association. If the Annual Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date when due at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may record a claim of lien against the Lot, or Lots, on which the assessment is unpaid, and may foreclose the lien against the Lot, or Lots, on which Assessment is unpaid, or pursue one or more of such remedies at the same time or successively, added to the amount of such assessment, shall be attorney's fees, court costs, the cost of preparing and filing the claim of lien, the complaint in such action and the suit thereon, as defined by Statute 720 for Homeowner Associations in the State of Florida.

Section 9. Subordination to Lien of Mortgages. The lien of the Assessment provided for in this Article shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. In addition, a mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, cancellation or other termination of interest, and all persons claiming by, through, or under such purchaser, or mortgagee, shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination of

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interest. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provision of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Article VI

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. In addition to maintenance upon the Common Areas, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, down-spouts, exterior building surfaces, and yard cleanup and/or maintenance; provided, however, that (10) days written notice must first be given to the Owner of any such Lot(s) of the need of such cleanup and/or maintenance. Specifics for maintenance requirements may be found in the ARB Guidelines document which shall be provided to all Lot owners.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the Lot(s) upon which such maintenance is performed, or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, as provided for the other assessments of the Association and shall be subordinate to mortgage liens as provided by Section 9, of ARTICLE V, above.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours any day except Sunday.

Article VII

ARCHITECTURAL CONTROL - TO PRESERVE THE BEAUTY QUALITY AND VALUE OF THE NEIGHBORHOOD

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Board. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which is described in ARTICLE VIII herein, as the same may from time to time be amended by the Association

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB); The Board of Directors of the Association shall appoint a committee known as the Architectural Review Board. Such committee shall consist of three or more members of the Association who shall serve two (2) year terms, and may be reappointed yearly by the Board of Directors. Said committee shall have the authority to approve or disapprove all applications meeting the Specific Requirements of the Covenants and Restrictions of the Association. The ARB must have approval of 2/3 of its members to approve any application. Any variation or items not covered specifically in the Covenants and Restrictions of the Association will require Board approval in addition to that of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. Removal of any ARB member would require a unanimous vote of the Board of Directors at a duly called public Board meeting, noticed to all owners.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modifications or amendments to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Homeowners Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association.
- B. To require submission to the ARB of a set of plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot, in order to meet the ARB guidelines, recorded

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Covenants and Restrictions. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

- C. The ARB will develop and maintain a list, ARB Guidelines, of acceptable colors, building material, landscape items and temporary signage consistent with the neighborhood, to be used in the approval process of the committee, in conjunction with the Architectural Planning Criteria specified in Article VIII, and make the list available to those Owners planning construction or renovations. This list, ARB Guidelines, will be approved by the Board of Directors, and approved modifications may be added from time to time. This list will be distributed to each member initially and with any updates as changes occur.

Section 4. Plans and Specifications. (New Construction) Plans and specifications for approval shall include the following:

- a. A plot plan showing Lot and block and placing of residences, garage, and outbuildings and walls or fences.
 - b. Front elevations and both side elevations, or front elevation and one side elevation, and rear elevation of building, (plus) elevations of walls and fences.
- A. **Plans and Specifications.** (Alterations, landscaping, etc.)
- a. Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, if required, including a plot plan showing Lot and block and placing of residences, garage, and outbuildings and walls or fences.
 - b. Landscaping drawing to specify type and locations of changes on a plot plan.
- B. **ARB Submission.** Architectural Planning criteria shall be delivered in writing to the ARB, who will provide a notice to the Board of Directors that a submission has been applied for. If the ARB fails to approve or disapprove plans and specifications within thirty (30) days of the completed application submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. Meetings of the ARB will be notified to all members and shall include agenda.

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- C. **Appeal.** In the event the ARB is unable to determine the compliance of an issue, or a special needs request for a variance is necessary, the ARB will deny the request, and inform the Lot Owner they may submit in writing to the Board of Directors the details of the request with the reason for a variance. This request will then be considered at an open Board of Directors meeting to be held within 15 days of receipt of such request.

Article VIII

ARCHITECTURAL PLANNING CRITERIA

The Association has appointed a committee to be known as the Architectural Review Board (ARB), and in accordance with the duties and obligations imposed upon said committee by these Declarations, the Board of Directors, upon the recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling containing not less than 2,000 square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages), not to exceed thirty-five (35) feet in height and having a private and enclosed garage for not less than two (2) nor more than four (4) cars.
2. **Outbuildings.** Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling. Tool, storage room or sheds must all meet construction guidelines and setbacks. A County Permit and ARB approval are required before a shed or outbuilding may be constructed upon any Lot.
 - a. Maximum square footage allowed is 250.
 - b. **Design and Materials.** The design or style must be similar to the main dwelling. The intent of these provisions is to ensure the shed or outbuilding complements the dwelling. Roof and walls should be the same color as the dwelling. A shed or outbuilding should not call attention to itself and should blend in with the surroundings. Metal sheds are prohibited.
3. **Garages.** In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three

(33) feet for a three-car garage, or forty-four (44) feet for a four-car garage, measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. No carports will be permitted. Screen doors are allowed, per ARB guidelines.

4. **Building Set-Backs.** Building set-backs shall be thirty (30) feet in front, a minimum of twenty-five (25) feet in the rear and ten (10) feet on the sides. All building setbacks must be outside the Jurisdictional Line and the buffer zone established by the Southwest Florida Water Management District as noted on the Master Survey dated August 28, 1998, and recorded in O. R. Book 1276, Page 1387 of the Public Records of Citrus County. All Lot Owners will be required to obtain a Lot survey showing the location of the jurisdictional line and buffer zone established by the Southwest Florida Water Management District. The survey must be obtained prior to closing and shall be recorded together with the deed to the Lot. No Construction alterations will be allowed below the buffer zone as established by the survey without first obtaining permits required by the Southwest Florida Water Management District. A corner Lot shall be considered to have two fronts and two sides. All measurements are to the base of the dwelling.
5. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.
6. **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans, and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for RIVERWOOD RANCH. The list, ARB Guidelines, of acceptable colors, building material, landscape items and temporary signage consistent with the neighborhood may be obtained from the ARB.
7. **Roofs.** Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. NO built-up roofs shall be permitted.
8. **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage.

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Unless prior approval is obtained from the ARB, all driveway entrances must be constructed with concrete or better. Where curbs are required to be broken for driveway entrance, the curb shall be repaired in a neat and orderly fashion acceptable to the ARB.

9. **Dwelling Quality.** The ARB shall have final approval of all exterior building materials. No unsurfaced concrete block shall be permitted on the exterior of any building or detached structures unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four- or five-inch block, stone, wood, and stucco, or a combination of the foregoing.
10. **Signs.** Only builders, real estate agencies, security alarms, banks or Homeowners may display one "property for sale" sign. No "for sale" sign shall exceed twelve (12) inches by eight (8) inches in size. Other signage as defined by the ARB guidelines may be permitted.
11. **Games and Play Structures.** All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.
12. **Fences, Walls and Boat Docks.** No fence or wall shall be erected or maintained in the front beyond the front building setback line.
 - a. No fence, hedge, or wall shall be erected or maintained which shall unreasonably restrict or block the view of the lake. Maximum height to be 6 feet.
 - b. The composition, location and height of any fence, wall or boat dock to be construed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence, wall and boat dock to be consistent with the material used in the surrounding homes and other fences, if any.
 - c. No boat dock will be constructed on any Lot without first obtaining the necessary permits as required by the Southwest Florida Water Management District. No fence shall be constructed at the rear of a Lot that would obstruct the view of the lake by a neighbor.
13. **Landscaping.** A basic landscaping plan for each Lot must be submitted to and approved by the ARB. Plans (preliminary) must be approved with initial construction application and modifications to initial plans completed within 1 year after new construction has been completed.

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- a. All Lots are required to have installed a standard underground sprinkler system. The entire Lot, including that portion of the Lot between the street payment and the right-of-way line, shall be irrigated and maintained.
 - b. Sod or Florida-friendly landscaping is required in the front and side yards. Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.
 - c. ARB guidelines will define required landscaping.
14. **Swimming Pools.** Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:
- a. Composition to be of material thoroughly tested and accepted by the industry for such construction;
 - b. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
 - c. No screening of pool may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
 - d. No above-ground pools shall be allowed;
 - e. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.
15. **Garbage and Trash Containers.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.
16. **Temporary structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
17. **Removal of Trees.** In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in the landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling

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or other improvement.

18. Window Air Conditioning Units. Any window or wall air conditioning units must be approved by the ARB.

19. Mailboxes. No mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB.

20. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

21. ARB Approval or Denial. After ARB decision, approval/denial shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. A contingent approval can be requested prior to filing construction plans to the county if desired. A copy of the submitted County Permit is required for final approval. In the event that ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

Article IX

USE RESTRICTIONS

Section 1. Residential Use. The property subject to these covenants and restrictions may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot (s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or

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portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provision of these covenants and restrictions, with the exception of assessments, shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full Lot according to the unrecorded Plat of RIVERWOOD RANCH as described in the master survey described above.

Section 2. No Temporary Structure. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or Common Area without the written consent of the Board of Directors.

Section 3. Antennae. No aerial or antenna greater than the highest point of the house shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in RIVERWOOD RANCH. Standard satellite dishes will be allowed.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except passenger automobiles, shall be placed, parked or stored upon any Lot for more than 10 days in any 30-day period of time unless the same is totally out of public view.

Section 5. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 6. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for business purposes. No animals shall be allowed to run unsupervised at any time or disturb fellow Lot Owners with excessive barking or other noises.

Section 8. Nuisances. Nothing shall be done or maintained on any Lot or on the Common Areas which may be or become a nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors.

Section 9. Common Area. Nothing shall be altered in, constructed on or removed from, any of the Common Areas except upon the written consent of the Association.

Section 10. Miscellaneous.

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A. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or any Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Board of Directors may enter upon said Lots and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass provided that (10) days written notice is given to the Owner of any such Lot of the need for such clean up and/or maintenance.

B. Any Lot with a residence, or vacant, shall have (14) days to clear any downed trees that have fallen on an adjacent lot after certified notification. If a tree falls and is visible from the road, it must be removed within (60) days of certified notification. In the event an Owner shall fail or refuse to remove downed trees after a storm or manual cutting of trees, then the Board of Directors may enter upon said Lots and remove the trees at the expense of the Owner, and such entry shall not be deemed a trespass provided that (14) days written notice is given to the Owner of any such Lot of the need to remove such downed trees.

Section 12. Necessary Exceptions for Development. Owner, upon commencement of construction of any residence, dwelling unit or other structure, which is not prohibited by the restriction of record, shall pursue the performance of any construction diligently and continuously until completion of the structure involved.

Section 13. ATVs, Go Carts, etc. At no time are motorized vehicles that are unlicensed and strictly be for sports purposes allowed to use any easements or vacant properties for recreation, this includes any common property or the private road.

Section 14. Enforcement. Upon learning of a potential violation, the Board or their appointee will contact the property Owner to discuss a resolution. If the violation is not resolved within 48 hours, the Board or their appointee will provide via certified mail, return receipt requested, written notification of the violation, including a description of the Covenants Article and Section violated, to the property Owner. The Board or their appointee will also send a copy of such notification to all Board Members. If the violation is then not corrected within 48 hours, the matter will be referred to the Association Legal Counsel for further proceedings according to the Florida Statutes. These proceedings may include the assessment of fines. Fines and penalties may be adjusted to those limits and amounts as defined by Statute 720 for Homeowner Associations in the State of Florida, as set by the Board of Directors.

Article X

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall ensure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement.

Section 2. Owner's Obligation to Maintain and Repair. Owners shall, at their sole cost and expense, maintain and repair their respective residences, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3. Notices. Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Usage. Whenever used, the singular shall include the plural and singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Citrus County, Florida.

Section 7. Amendment. This declaration may be amended from time to time. A two thirds (2/3) vote of all the Lot owners will be required to amend these restrictions. An amendment shall consist of any modification, clarification, addition and deletion of the existing restrictions.

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Section 8. Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, the Declaration shall control.

ARTICLE XI

WATER MANAGEMENT

Section 1. Property included. The property consists of Lots 3 through 9, and Lots 11 through 31 and easements and road shown on the master survey described above.

Section 2. Definitions. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 3. Duties of the Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

Section 4. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 5. Easement for access and Drainage. The Association shall have a perpetual nonexclusive easement over all areas of the surface water or stormwater management system for Access to operate, maintain or repair the system. By this easement, the association shall have the right to enter upon any portion of any Lot which is part of the surface water or storm water management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or storm water management system as required by the Southwest Florida Water Management District permit. Additionally, the association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or storm water management

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system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

Section 6. Amendment. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Section 7. Enforcement. The Southwest Florida Water Management District shall have the right to enforce by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 8. Sovereign Submerged Lands. All Lot owners will be required to obtain Proprietary Authorization from the Southwest Florida Water Management District to use Sovereign Submerged Lands (SSL) before the Owner performs such activities as dredging, filling, or the construction in, on or over SSL (for example, dock building). All Lot Owners shall have a Lot survey prepared by a licensed surveyor, showing the location of the elevation of the landward extent of the SSL, which is 27.5 National Geodetic Vertical Datum.

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In Witness Whereof, the Board of Directors for Riverwood Ranch Homeowners Association Inc. hereby acknowledge that in compliance with the existing General Provisions, as outlined in the original Declaration of Covenants and Restrictions for Riverwood Ranch, recorded with Citrus County in Official Records Book 1285, page 0007, of the Public Records of Citrus County, Florida, under the terms of Article X, General Provisions, section 1, that an instrument has been signed by the Owners of two thirds (2/3) of the Lots agreeing to change said covenants and restrictions.

IN WITNESS WHEREOF, Board of Directors for Riverwood Ranch Homeowners Association Inc., a **Florida not-for-profit** corporation, by its duly authorized officer has caused this instrument to be duly executed, all as of the 1 day of

April 2012

Steve Taylor
President

Steve Taylor
Printed Name

Signed and sealed in the presence of:

Matthew Taylor
Signature Witness
Matthew Taylor
Printed Name

Robert C. Goethe
Signature Witness
Robert C. Goethe
Printed Name

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared

Steve Taylor, of Riverwood Ranch Homeowners Association Inc., to me known to be the person described in and who executed the foregoing Declaration of Covenants and Restrictions and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

By its duly authorized officer has caused this instrument to be duly executed

WITNESS my hand and official seal this 1 day of April 2012

Beverly Page Goethe

