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RESTRICTIVE COVENANTS AND EASTMENTS

DECLARATION made this 25th day of April, 1989,
by RIVER OAKS PROPERTIES, INC., a New Hampshire corporation,
hereinafter called the "Developer", and

WHEREAS, the Developer is the owner of certain lands in
Citrus County, Florida, subdivided as shown on the recorded plat
thereof, recorded in Plat Book 14, Pages 19 and 20,
inclusive, of the Public Records of Citrus County, Florida on
Jan. 4, 1989, and designated as RIVER OAKS WEST.

WHEREAS, it is the Developer's intention that the lands
aforesaid be made subject to certain restrictive covenants upon
the use of each and every parcel located therein,

NOW THEREFORE, the Developer, for themselves and their
heirs, successors and assigns, do hereby restrict the use, as
hereinafter provided, of all of the property and the undersigned
Developer does hereby place upon the property the following
covenants and restrictions, to run with the title to the
property, and grantee of any deed conveying the property or any
parts or portions thereof (such parts or portions thereof shall
hereinafter be referred to as "lots") shall be deemed by the
acceptance of such deed to have agreed to all such covenants and
restrictions, and to have covenanted to observe, comply with and
be bound by all such covenants and restrictions and the aforesaid
land shall be conveyed subject to:

- (a) The following covenants and restrictions which shall run with the land for thirty (30) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid plat, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded.
- (b) The easements referred to in Paragraph 7 hereof, which shall be perpetual in duration.

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1. USES AND STRUCTURES

- (a) No lot shall be used except for the residential purposes and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height.
- (b) No structure of any part thereof shall be used for any purpose except as a private dwelling for one family; nor shall any business of any kind or noxious or offensive activity be carried on upon any lot, within or without the dwelling; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these Covenants shall at any time be used for human habitation. The keeping of a mobile home, a motor home, travel trailer, or motor boat, houseboat, or similar water born vehicle, shall only be maintained,

stored, or kept on any building site only if housed completely within a structure which has been architecturally approved, pursuant to paragraph 9 hereof, or if such equipment is of a size which cannot be reasonably contained within an approved structure, then it shall only be stored at the site in a manner approved by the Architectural Control Board. To obtain the approval of the Board for the storage of such a vehicle, the property owner shall submit a plan which shall depict the site for the storage of the equipment and the manner or method of screening to render the storage aesthetically harmonious and unoffensive to the adjoining property owners.

- (d) The following buildings, structures and objects may be erected and maintained on the lot only if the same are located wholly within the yard rear of the main dwelling of inland lots, and at least 25 feet away from any street. Riverfront lots being of a unique nature will be considered on an individual basis for the following: pens, yards, and houses for pets, above ground storage of construction materials, wood, coal, oil, and other fuels, clothes racks, lines, washing and drying equipment, laundry rooms, tool and workshops, servants' quarters, garbage and trash cans, detached garages, swimming pools or installations in connection herein, or any other structure or objects of any unsightly nature or appearance. Each such object shall be walled, fenced or sufficiently landscaped, using materials and with the height and design and in such a manner that such objects shall be obstructed from view from the outside of the lot. Utility yard wall or fence shall not exceed six feet in height. Central air conditioning units may be installed at the side of the residence provided the noise from same will not disturb their neighbors. Each such unit must be adequately and ornamentally screened. No metal building is allowed. All of the above must be approved in writing by the Architectural Control Board pursuant to Paragraph 9 hereof.
- (e) No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer/or portable construction storage building of attractive design on any lot used in connection with the construction or sale of houses being built in this subdivision for no longer than eight (8) months.
- (f) No trailer, basement, garage or any outbuilding of any kind other than a guest house or servants' quarters even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.
- (g) Unless the prior approval of the Architectural Control Board pursuant to paragraph nine herein has been obtained, no window air conditioning units shall be installed.

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- (h) All motor craft must be fully muffled on water and land. Motor vehicles cannot be ridden continuously around the development. This includes mopeds, motorbikes, motorcycles, go-carts, etc.
- (i) No radio or television aerial, antenna, satellite dish nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a lot or on any portion of any lot occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Architectural Control Board.
- (j) No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located 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 Architectural Control Board pursuant to Paragraph 9.
- (k) Not more than two dogs, or two cats, or four birds (no parrots), or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times. No animal is to run outside the lot boundaries of its owner.
- (l) No illegal, noxious or offensive activity shall be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance, to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of said land or right-of-way, except during construction of residence.
- (m) No home shall be rented on short term basis. No weekend or week-by-week rental. All rentals shall be on a long term basis (minimum of three months).
- (n) The owner of each lot, whether such lot be improved or unimproved, shall keep such lot free of tall lawn turf, dead trees, dangerous dead tree limbs, trash and rubbish, and shall keep such lot at all times in a neat and attractive condition. In the event the owner of any lot fails to comply, the Developer shall have the right, but no obligation, to go upon such lot and to cut and remove tall lawn turf and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in their judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall be payable by such owner to the Developer on demand.

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- (o) Parking: Owners shall provide adequate off street parking for the parking of automobiles owned by such owners and guests and shall not park or allow their guests to park their automobiles on the adjacent road and street right-of-way.
- (p) There shall be no molesting of wildlife in or on the river or on land, no trees, shrubs, flowers or other growth shall be removed from undeveloped areas unless approved by the Architectural Control Board pursuant to Paragraph 9 herein.
- (q) WATERFRONT LOTS. The riverfront shall not be used for any commercial purpose, nor shall any use thereof be made which is objectionable to the Architectural Control Board and/or the majority of the owners of land abutting on the river and subject to these covenants and restrictions.
- (i) Each lot owner shall keep his lot and the river bank adjacent thereto to the water's edge maintained so as to present a pleasing appearance, maintain the proper contour of the river bank and prevent erosion.
- (ii) No trash, garbage, sewage waste water (other than surface drainage and water discharged from swimming pools), rubbish, debris, ashes or other refuse shall be placed in the river or canal.
- (iii) No lot shall be increased in size beyond the established survey line by filling in the waters on which it abuts. No changes in elevation of the land shall be made which will cause undue hardship to adjoining property unless proper drainage is provided.
- (iv) Private docks may be constructed by the owners of any waterfront lot, but the same shall be of a neat appearance at all times and of good and substantial materials and construction, and all plans are to be submitted for approval by the Architectural Control Board pursuant to section nine herein.
- (v) No boathouse shall be permitted unless approved by the Architectural Construction Board pursuant to paragraph nine herein.
- (vi) No discharge will be made from docks into the water.
- (r) All lots shall pay the assessment fixed by RIVER OAKS WEST Homeowners Association, Inc., for maintenance and upkeep of all common areas of the subdivision including the common dock located in Tract A. Lots 1 and 2, and lots 14, 15 and 16 shall be assigned exclusive dock space on the common dock located on Tract A as shown on the dock plan attached hereto, incorporated herein and made a part hereof. Lots 3 through 7, inclusive, shall be entitled to use the remaining unassigned common dock space. No canal front lot owners shall be entitled to use the common dock located on Tract A for the purpose of permanently mooring a vessel, but may build a private dock for their own respective lot and shall be responsible for all costs of construction of same and the permitting of same through the proper governmental agencies. All

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private docks shall be regularly maintained and all plans for the construction of same shall be subject to approval of the Architectural Control Board prior to construction.

2. LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING

- (a) No structure, except swimming pools, shall be built or placed on a lot nearer than: 50 feet to the front lot line; 40 feet to the rear lot line; 30 feet from the side lot line; 30 feet to the side street line of a corner lot.
- (b) Swimming pools shall not be constructed less than 10 feet from rear and side lot lines.
- (c) All waterfront residences shall have a minimum of 1,600 square feet of heating and cooling living area. All non-waterfront residences shall have a minimum of 1,400 square feet. [In determining the square footage, carports, screen porches and garages shall not be included.]
- (d) No split-level residence and no two-story residence shall be erected or allowed to remain on any lot unless the square foot area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,900 square feet on waterfront and 1,650 square feet on non-waterfront lots.

3. DRILLING AND MINING

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

4. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that not more than two dogs, cats or other domesticated pets shall be kept, provided that they are not kept, bred or maintained for any commercial purposes.

5. FENCES AND HEDGES

Hedges, fences, or walls may be built only upon interior side lot lines and said hedge, fence or wall shall extend no closer to the front of the lot than the main structure and/or detached garage; furthermore, said hedge, fence or wall shall extend no further to the rear of said lot than ten feet beyond the main structure or attachments thereto. All hedges, fences or walls must be approved by the Architectural Control Board prior to construction.

6. GARBAGE AND RUBBISH

Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the

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collection agency. At all other times, such receptacles shall be placed on the lots so as not to be visible from the road.

7. EASEMENTS

- (a) Easements as shown on the plat of RIVER OAKS WEST are hereby reserved to the Developer, its successors and assigns, for the construction, installation and maintenance of any and all utilities, inclusive of electricity, gas, cable television, telephone, water, drainage and sewer facilities.
- (b) The Developer, its successors and assigns, shall at all times have the right of ingress and egress over the aforesaid easements, and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas, telephone and cable television facilities within such easement and right-of-way areas, and shall also have an easement in general with and over each lot for access to such easement areas, and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting, and reading any meters appurtenant to such facilities.

8. SIGNS

No billboards, signboards or advertising devices shall be maintained on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder advertising the property during the construction and sales period. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

9. ARCHITECTURAL CONTROL BOARD

There is appointed for the purposes and with the powers hereafter expressed, an Architectural Control Board (the "ACB") whose initial members shall be Nicholas A. Tamposi, Mark Stokes and Candace A. Tamposi, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days of said plans and specifications having been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. ACB may, at its own will, transfer any and all powers to River Oaks West Homeowners Association.

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- (a) Construction. No buildings, fence, wall, swimming pool, mail box, paper box, receptacle, dock, boathouse or other structure or landscaping shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition or change in alteration herein or change in exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony to external design and location in relation to surrounding structures and topography by the ACB. The ACB may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria should include the size, styling materials, colors, roofscape, garages, driveways, fences and screen and landscaping.
- (b) Plans and Specifications. Plans and specifications for final approval shall include the following:
1. Complete plans and specifications sufficient to secure a building permit in Citrus County, Florida, including a plot plan showing lot and block and placing of residences, garage, out buildings and walls or fences.
 2. Front elevations and both side elevations or front elevation and one side elevation and rear elevation of building (plus) elevations of walls and fences.
 3. A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design.
 4. Data as to materials, color and texture of all exteriors including roof coverings, fences and walls.
 5. A landscaping plan for the lot.
 6. One set of blueprints shall be left with the ACB until construction is completed.
- (c) Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 10 days after the filing of plans and specifications to them. Written approval will not be unreasonably withheld.
- (d) Inspections. The ACB through its authorized representatives may made periodic inspections to insure that the construction is in accordance with the approved plans and specifications.
- (e) Indemnification. The ACB and each member thereof shall be held harmless from any liability, loss, claim, action or suit, including but not limited to attorney's fees and costs, arising from or by virtue of any action except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof, relative to their rights and duties as granted them by these Covenants.

10. COMPLETION

When the construction of any building is once begun, work thereon shall be continued diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Builder must provide storage for all waste material and keep building and lot neat at all times. During the construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at the location of the driveway. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

11. VIOLATIONS AND ENFORCEMENT

- (a) Violations of any covenant or restriction may be remedied by the Developer, its successors and assigns, the Architectural Control Board or by any property owner in RIVER OAKS WEST the reasonable expenses thereof shall be chargeable to the then owner of the lot and be payable upon demand. The foregoing shall be alternative, or in addition to the enforcement provisions of subparagraph 10(b).
- (b) Enforcement shall be by proceedings at law or in equity brought by the Company, its successors and assigns, or by the owner of any lot, against any person or persons violating or attempting to violate any covenants or to recover damages or both.
- (c) The failure of the Developer or Architectural Control Board to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the Company of those or other provisions of these restrictive covenants.

12. OWNERSHIP OF COMMON AREAS

All common areas of River Oaks West are the property of River Oaks Homewoners Association.

13. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions by judgment of court order shall in no wise effect any of the other covenants which shall remain in full force and effect.

14. AMENDMENT

The Developer reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner of more than fifty (50%) percent of the lots described herein.

IN WITNESS WHEREOF, RIVER OAKS PROPERTIES, a New Hampshire

corporation, has hereunto set its hand this 25th day of April, 1989.

WITNESSES:

RIVER OAKS PROPERTIES, INC.
a New Hampshire Corporation

Elizabeth J. LaFleur
Mark A. [Signature]

By: [Signature]
Samuel A. Tamposi, Sr.
President

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared SAMUEL A. TAMPOSI, SR., to me known to be the person described as President of RIVER OAKS PROPERTIES, INC., a New Hampshire corporation, and who executed the foregoing Covenants and Restrictions, and acknowledged before me that he executed same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State above this 25th day of April, 1989.

Elizabeth J. LaFleur
NOTARY PUBLIC

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 22, 1991
BONDED THRU GENERAL INS. UND.



FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK
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VERIFIED BY: [Signature]
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