

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, ESQUIRE  
JOSEPH R. CIANFRONE, P.A.  
1968 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698



Rcpt: 655696 Rec: 78.00  
DS: 0.00 IT: 0.00  
02/17/03 Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK  
02/17/03 09:29am 1 of 17  
OR BK 5241 PG 997

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF RESTRICTIONS  
FOR RIVERSIDE ESTATES

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 21st, 2003, by a vote of two-thirds (2/3) of the members, the Amended and Restated Declaration of Restrictions for Riverside Estates, was approved as shown on the attached.

IN WITNESS WHEREOF, Riverside Estates Property Owners' Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6th day of February, 2003.

RIVERSIDE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

(Corporate Seal)

By: Beth Ingleton  
President

ATTEST:

Marianne Grabowski  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 6 day of February, 2003, personally appeared before me Beth Ingleton, President, and Marianne Grabowski Secretary, of Riverside Estates Property Owners' Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



Patricia Spence  
MY COMMISSION # CC844484 EXPIRES  
June 8, 2003  
BONDED THRU TROY FAIN INSURANCE, INC

Patricia Spence  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

PREPARED BY:  
RIVERSIDE ESTATES PROPERTY  
ASSOCIATION, INC.  
P.O. Box 3065  
Holiday, FL 34690

OR BK 5241 PG 998  
2 of 17

**AMENDED AND RESTATED**  
**DECLARATION OF RESTRICTIONS**  
**FOR RIVERSIDE ESTATES**

**ADDITIONS INDICATED BY UNDERLINE**  
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**  
**OMISSIONS INDICATED BY ELLIPSIS...**

WHEREAS ~~the This~~ DECLARATION OF RESTRICTIONS FOR RIVERSIDE ESTATES,  
~~established this was made the~~ 11<sup>th</sup> day of November, 2000, ~~and originally recorded in O.R.~~  
~~Book 4483, Page 658, et. seq. of the Public Records of Pasco County, Florida. by~~  
~~BLACKWELL PROPERTIES, INC., a Florida Corporation, of 6916 State Road 54, New Port~~  
~~Richey, FL 34653, hereinafter referred to as the "Developer;" and revised this \_\_\_\_\_ day of~~  
~~, 2002, by the RIVERSIDE ESTATES PROPERTY ASSOCIATION, INC., a Florida~~  
~~Corporation, of P.O. Box 3065, Holiday, FL 34690, hereinafter referred to as the~~  
~~"Association."~~

WHEREAS, in accordance with Section 720.306(1)(b), two-thirds (2/3) of the voting interests  
of the Association have approved this Amended and Restated Declaration of Restrictions.

**ARTICLE I.**  
**DECLARATION**

~~The Developer hereby declares and imposes this Declaration of Restrictions on t~~The property  
~~described on Exhibit "A" attached hereto and incorporated herein. shall be sold and owned~~  
~~subject to this Amended and Restated Declaration of Restrictions for Riverside Estates.~~

**ARTICLE II.**  
**DEFINITIONS**

When used in this Declaration, the following words and terms shall have the meanings  
Indicated opposite each word of term:

1. "Association" shall mean and refer to Riverside Estates Property Association, Inc., a  
Florida Not For Profit corporation.

2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
3. "By -Laws" shall mean and refer to the by-laws of the Association, as may be amended from time to time.
4. "Common Area" or "Common Property" shall mean all of those properties or tracts owned or to be owned by the Association for the common use and enjoyment of members of the Association in accordance with the terms of this Declaration.
5. "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
6. "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.
7. "Dwelling" shall mean and refer to a single residency located on a lot. The word "dwelling" may, when the context so requires, be used interchangeably herein with the word lot and unit.
8. "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A" and is designated as such on a recorded plat or conveyed by the Developer to an Owner, whether or not said lot is improved with a dwelling unit, and a lot may include any portion or portions of any other lots as such are designated and described on a plat. The word "lot" may, when the context so requires, be used interchangeably herein with the words unit or dwelling.
9. "Member" shall mean and refer to those Owners entitled to membership as set forth herein.
10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot, which is part of the land.
11. "Regulations" shall mean and refer to any rules or regulations respecting the use of the property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and by-laws.

## **ARTICLES III. USE RESTRICTIONS**

### **Section 3.01. Residential Use.**

Only one single family dwelling for the residential use of one family may be constructed on each lot. The single-family dwelling shall have a minimum of 2,000 square feet of living area, exclusive of porches, garages and patios. The single-family dwelling shall be required to have a minimum enclosed, two-car garage (no carports), and a concrete driveway running from the street to the residence. Driveways must be of poured concrete or architectural pavers, and a minimum of 12' wide; blacktop shall not be allowed. Apron drives shall not be allowed. Culverts shall be installed in swales according to county requirements and approved in writing by the Architectural Committee. In addition, one detached workshop or other outbuilding may also be constructed toward the rear on each lot, upon approval of the Architectural Committee, using the same materials, architectural design, style and exterior color scheme as the single family dwelling. A workshop or outbuilding is defined as a permanent structure, built on a concrete pad, which has underground utilities. With the exception of a detached workshop as allowed herein, no shed, temporary building, trailer, garage or other building, whether temporary or permanent, shall be allowed on any lot. Enclosed children playhouses shall be placed or installed only upon the rear of a lot as

approved by the Architectural Control Committee. Such allowable playhouses shall be of pre-manufactured type such as Little Tykes and shall not be shed-like in structure. Placement of such allowable playhouses shall conform to side and rear yard setbacks. Tree houses are prohibited. Doghouses, shall be placed so as to not be visible from any point on the street. All pools shall be in-ground pools; above ground pools are not permitted.

**Section 3.02. Subdivision.**

Lots shall not be subdivided.

OR BK 5241 PG 1000  
4 of 17

**Section 3.03. Building Requirement.**

The owner of each lot numbered 1 through 73 shall cause construction of a single family dwelling upon said lot to commence within 3 years after closing of the sale by Developer to any purchaser. In the event said owner shall fail to cause construction to commence within said 3 years, Developer shall have the option to repurchase said lot for 80% of the purchase price of the original sale without any interest points, finance charges, or other charges or amounts added thereto. Said option to repurchase may be exercised by written notice from Developer to said Owner any time within the fourth year following closing of the original sale; and closing of said repurchase shall take place within 30 days after said notice. Said owner shall be liable for all closing costs, including documentary stamps, owner's title insurance, and recordation, which closing costs may be set-off against said purchase price. This provision shall be subject to specific performance. In the event an owner shall resell said lot prior to the expiration of said 3 year period without having completed said construction, he shall furnish to Developer an Affidavit executed by the Purchaser of his lot evidencing the fact that the purchaser has read and understood the foregoing.

**Section 3.04. Mobile Homes.**

No mobile homes, modular homes, manufactured homes, park models, trailers, yacadomes, A-frames, stilt houses, or other houses of peculiar or non-conventional appearance or construction shall be built, placed or occupied at any time on any lot. All approvals for any building on any lot must be in writing from the Architectural Committee.

**Section 3.05. Set Back Requirements.**

Every building, including the principal residence I and any outbuilding, constructed on any lot shall have a set back from the frontage street property line a minimum of 30' and shall be set back from the rear property line a minimum of 25 feet. The side set back on all lots other than comer lots shall be a minimum of 15 feet from the side property line. All comer lots shall have minimum of 30' set backs from any street.

**Section 3.06. Pets and Animals.**

No more than four commonly accepted household pets (dogs, cats, or birds) may be kept on any lot. All animals must be confined on the pet owner's lot or leashed. No horses, cows, hogs, goats, poultry, or other livestock, and no exotic reptiles or obnoxious animals will be allowed. No Pitbulls, Bull Mastiffs, Great Danes, Rottweilers, Doberman Pinchers, Shepherds, or crossbreeds of the aforementioned will be allowed. This provision shall not be construed to prohibit housing animals that are specifically trained to serve handicapped persons.

**Section 3.07. Nuisances Prohibited.**

No nuisance or obnoxious use shall be allowed or permitted at any time on any lot. No derelict cars, junk cars, trucks with payload capacities  $\frac{3}{4}$  tons, or any vehicles with lettering or magnetic signs shall be parked, stored or permitted at any time on any lot, unless parked inside garages. All garbage cans must be kept inside garages unless otherwise stored in an inconspicuous place out of public view, except on designated collection days.

**Section 3.08. Vehicular Parking.**

Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Board of Directors. No vehicle shall be parked on any part of the property, except on concrete driveways. No vehicles may park on paved streets overnight. No trailers, boats, campers, motor homes, bicycles, lawnmowers, or similar equipment may be parked in the Development unless parked inside garages: except as noted below. Motorized recreational vehicles such as motorcycles, ATV's, etc., shall not be parked in the Development unless parked inside garages. Campers, motor homes, and boats owned by the property owner of record, may be parked overnight on the lot driveway for one 24 hour period per use, for the sole purpose of loading and unloading only. Such vehicles are not to be lived in while parked during the 24 hour period. Such vehicles shall not be parked on the street within the subdivision. Regulation and control of vehicular parking shall be monitored and enforced by the Association.

**Section 3.09. Signs.**

No sign of any kind shall be displayed to the public view either on a lot, on a vehicle, or on the common area without prior written consent of the Association, once the home has received a Certificate of Occupancy by the County. During construction prior to receiving a Certificate of Occupancy, contractor signs are allowed. The only exceptions shall be for customary name and address signs, for Security notification signs no larger than 8" X 8", and lawn signs of not more than four square feet in size advertising a property for sale or rent. "For Sale or Rent" signs must be equivalent to a standard Real Estate company sign on a cross post and approved by the association board. Temporary pest control spraying signs must be removed after the appropriate notification time has passed.

**Section 3.10. Lawns.**

All lots shall be sodded, in the front and side yards to the rear of the home, as can be seen from any point in the street. All lots shall have an underground irrigation system with pop-up heads. No gravel or concrete lawns shall be permitted. Lots with homes shall be mowed during the growing season to prevent grass from standing more than 4" tall. Areas of dead grass shall be resodded. Vacant lots shall be mowed as necessary, to prevent grass from being more than 15" in height.

**Section 3.11. Maintenance.**

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. It shall be the responsibility of each owner to maintain each lot to include those areas that may be part of a right-of-way. Damaged shrubs, trees and landscape

improvements shall be repaired or replaced in an acceptable manner as necessary. Each owner shall direct his builder to keep the building site clean during construction. All building debris shall be properly disposed of in a dumpster. The dumpster shall be promptly removed when it reaches capacity, in order to keep the property attractive. Such maintained as herein above required, either Developer, its successors, assigns, or delegees, or any subsequent owner of a lot shall have the right, through their agents or employees, to have the work performed at the owner's expense, 10 days after proper notice. Proper notice shall be in writing, sent by certified mail, return receipt, to said owner using the mailing address as it then appears on the tax rolls of Pasco County, Florida. All bills for the completed work shall be mailed by the party giving notice to the owner, addressed as herein above set, forth, and shall be paid by said owner on or before 30 days after mailing. If not so paid, the amount of such bills, plus any other charges thereon, including interest at the maximum limit provided by law per annum from the date of delinquency, and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot when the party giving notice causes to be recorded in the office of the Clerk of the Circuit Court for Pasco County a Notice of Assessment which shall state the amount of such bills and such other charges and a description of the lot which has been billed. In addition to the above charges the Developer, its successors, assigns, or delegees shall have the right to levy a \$25.00 per day penalty for any violation of these restrictions, beginning ten days after the owner has been notified as herein above set forth. Upon payment of said bills and charges, or other satisfaction thereof, the party giving notice shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien. Whenever the Developer, its successors, assigns, or delegees may correct, repair, clear, preserve, clear or take any action on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass. Neither Developer, its successors, assigns, or delegees, nor any of their agents, employees or contractors, shall be liable for any damage, which may result from any work or action on said property.

### **Section 3.12. Landscaping.**

Within 30 days after the issuance of a Certificate of Occupancy, every lot shall be landscaped and sodded in accordance with the architectural criteria, with a minimum of a \$1,500.00 landscaping package for materials only (excluding labor and sod), applied to the front and sides of the home.

### **Section 3.13. Clotheslines.**

Permanent outdoor clotheslines or similar facilities will not be permitted. If a temporary clothesline is utilized, the clothesline and supports must be removed when not in use.

### **Section 3 .14. Mail Delivery.**

Mailboxes and posts, shall be of a single design approved by the Association, without modifications. and may be purchased from the Developer.

### **Section 3.15. Construction Time.**

Construction of all homes shall be concluded and a Certificate of Occupancy issued within 12 months from the first issuance of the building permit for the construction of said home.

**Section 3.16. Satellite Dishes, Antennas.**

Television dishes must be located in the least conspicuous location, allowing for signal reception, and placed toward the rear of the home, not exceeding the height of the home and shall be a maximum of 24 inches in diameter, unless otherwise approved by the Association. The location and height restriction shall also apply to any type of antennas. Installations are subject to review by the Association for compliance with this restriction.

**Section 3.17. Fences.**

Any fence of any description whatsoever shall be in compliance with the Pasco County Fence Ordinance and shall not extend beyond the front edge of the side building line of the home. Fences shall only be made of white PVC, chain link covered in brown, black or green vinyl without inserts, or aluminum or wrought iron pickets in black or white color only. Fences shall not exceed six feet in height. Fences shall conform to all manufacturers specifications. Gates shall be in the same style and color as the fence-type. The definition of rear, front and side lot lines shall be subject to the provisions of Article V and the process for approval shall be set forth therein.

**Section 3.18. Commercial Business Prohibited.**

No commercial business, cottage industry, home occupation, group homes, or other commercial activity shall be conducted at any time on any lot. This shall not be construed, however, to prohibit resident artists and craftsmen working solo, from employing their skills within the confines of the residence or attendant outbuildings. Provided, however, that no wares shall be displayed outside and the sale of said wares shall not occur on the premises.

**Section 3.19. Amendment of Restrictions**

The Developer hereby expressly reserves the right, in its sole and absolute discretion to amend, cancel, interpret, enforce, or grant variances to any of this Declaration of Restrictions as long as the Developer holds fee simple title to at least 10% of the lots in the subdivision. When the Developer no longer holds fee simple title to at least 10% of the lots, then the owners of at least two-thirds of the lots in the subdivision may amend this Declaration of Restrictions. Notwithstanding the foregoing, any amendment to this Declaration of Restrictions, which would affect the surface water management system, must have the prior written approval by the appropriate governing agency.

**Section 3.20. Exterior Colors.**

Exterior color schemes, including door and trim colors, shall conform to the building criteria issued at the closing of each lot; these criteria state that all exterior colors shall be either neutral or earth tone, and shall be subject to the approval of the Architectural Committee. Colors not meeting these criteria may be submitted to the Committee for a variance. Variances are at the discretion of the Committee and its decision is final. Variances, if approved, will be issued in writing to the homeowner.



### **Section 3.21 Exterior Elements.**

Exterior elements such as irrigation wells, A/C compressors, Pool pumps and equipment, gas meters, etc., may be covered as long as the covering meets the above mentioned color criteria. Exterior elements not covered and located so that they can be seen from the street, must be hidden by landscaping or approved fencing material (see section 3.17). If plants are to be used in landscaping, a 1 year grow period to fully obscure the exterior element it is to cover, will be allowed. The plants must fully cover at least half of the exterior element when planted within the Landscaping parameters set forth in Section 3.12 above. If after 1 year's growth, the landscaping planted does not totally conceal the exterior element from the street, then an alternate method must be implemented immediately.

### **Section 3.22 Lawn Ornamentation.**

Exterior lawn ornamentation, whether permanent or non-permanent, will be subject to written approval by the Architectural Committee. Examples of lawn ornamentation include statues, fountains, and other decorative objects. Any structural ornamentation, such as gazebos, must be to the rear of the house. All exterior ornamentation should be of the type that enhances the overall beauty of the community.

### **Section 3.23 Minimum Building Criteria**

A. Homes shall be built of new material.

B. Homes must be no more than two stories or a maximum of thirty-five feet (35'), whichever is less.

C. Roofing must be dimensional shingle, metal or tile. Flat roofs are not allowed.

D. Screen porches shall be located to the side or rear of a home.

E. No simulated brick, stone or rock, or stucco or otherwise shall not be allowed.

F. All concrete blocks shall be finished with stucco, siding or other approved finish.

G. Garage doors shall be metal or wood and shall have an electric opener.

### **Section 3.24 Gas Supply.**

Given that natural gas is available, propane gas storage tanks, whether above or below ground, are not allowed.

### **Section 3.25 Personal Yard Sales.**

One personal noncommercial yard sale per lot shall be allowed each calendar year. The resident shall receive approval from the Association no less than 30 days prior to any such yard sale. The Association may impose a monetary fine for violation of this provision not to exceed \$100.00 per violation or in such maximum amount as allowed by law from time to time.

### **Section 3.26 P.O.D.S., or moving and storage units.**

Homeowners moving in or out, shall be allowed to have a P.O.D.S. unit, placed in their driveway, for a period not to exceed 2 weeks (in or out).



**Section 3.27 Holiday decorations.**

Any and all holiday decorations, may be installed no sooner than 1 month prior to the holiday, and must be totally removed within 1 month after the holiday. The Association may impose a monetary fine for violation of this provision not to exceed \$100.00 per violation or in such maximum amount as allowed by law from time to time, for any early installations, or late removals.

**Section 3.28 Penalties.**

The Association may impose reasonable fines not to exceed \$100.00 per violation or in such greater amount as allowed by law from time to time against any owner, tenant, guest or invitee for violation of this Declaration, the Articles of Incorporation of the Association, the By-Laws and the reasonable Rules and Regulations of the Association. Any unpaid fine shall be a lien against the lot. The Association shall have collection rights as outlined in ARTICLE IV of this Declaration in relation to the unpaid fine, including the right to file a lien foreclosure action and be reimbursed reasonable attorney's fees and court costs.

## ARTICLES IV. PROPERTY OWNERS' ASSOCIATION

The Riverside Estates Property Owners' Association Inc., a Florida non-profit corporation (hereinafter referred to as Association) is hereby created.

**Section 4.01. Membership.** Membership in the Association shall be mandatory for the owner of record of each lot in the subdivision, and each lot shall be entitled to one vote. Each lot shall bear an equal portion of the Association expenses. The terms of this Section are subject to the provisions of Section 4.05 (e).

**Section 4.02. Owner of Record.** The owner of record of each lot shall be subject to and governed by this Declaration of Restrictions and the Articles of Incorporation and by-laws of the Association.

**Section 4.03. Florida Law.** The Association shall comply with the applicable provisions of Florida Law.

**Section 4.04. Variances.** The Association, acting through its Board of Directors, shall have the power and authority to interpret, enforce, and grant variances to any of this Declaration of Restrictions.

**Section 4.05. Assessments.**

- (1) The Association acting through its Board of Directors, shall have the power and authority to determine, levy, collect and enforce annual assessments against the lots in the subdivision to defer ordinary and customary Association expenses, including the cost of maintaining and controlling berm and the surface water management system. Ordinary and customary Association expenses shall include, but not be limited to, ad valorem taxes on common property, if any, utilities, insurance, maintenance, operation and administration legal and accounting fees, and any other Association expenses determined by the Board of Directors to be consistent with the terms of this Declaration of Restrictions and the Articles of Incorporation and by-laws of the Association. The amount and purpose of the assessments, the timing and method of payment, and other rules and regulations regarding the collection and enforcement of the assessments shall be determined by the Board of Directors. Notwithstanding the foregoing, the Association acting only upon a two-thirds vote of its membership, may also levy and collect special, assessments for extraordinary expenses, major capital outlay or emergency expenses.
- (2) The regular and special assessments for Association expenses, specifically including interest at the highest legal rate, and costs of collection, court costs and reasonable attorneys' fees at both trial and appellate levels for all delinquent assessments, are hereby declared to be a charge against and a continuing lien upon each individual lot in the subdivision against which such assessments are made. The assessments against a lot shall be the personal obligation of the owner of record of that lot.
- (3) The Board of Directors of the Association shall have the power and authority to:
  - (1) declare a delinquency or other default in the payment of any assessment, (2) accelerate the entire amount of the assessment; (3) record a lien for a delinquent

assessment, (4) file an action in law or equity to collect the delinquent assessment or to foreclose its lien and (5) impose a \$25.00 administrative late fee in addition to the highest interest rate allowable by law for any assessment not paid when due.

- (4) Notwithstanding any other provisions contained in this Declaration of Restrictions, an institutional mortgagee, having taken title to any lot by foreclosure or otherwise, shall not be liable for any assessments or Association expenses levied or incurred prior to the institutional mortgagee's taking title to the property.
- (5) Until January 1 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment shall be \$500.00. If two or more contiguous lots are under common ownership, there shall be only one assessment for all of the lots that the residence is physically situated on. Any other contiguous lot that does not have any portion of the residence located thereon shall have a separate assessment. The owner of each lot that is subject to an assessment shall be entitled to one vote for each assessed lot. The owner of any lot that is not subject to an assessment against it shall not have a vote for that lot.
- (6) From and after January 1 of the second year immediately following the conveyance of the first lot by Developer to an owner, the annual assessment may be increased but it must be by majority vote, and in no event shall the increase exceed 12% of the assessment for the previous year.

Section 4.06. Membership. Membership shall be appurtenant to and shall pass with the title to each lot, and it may not be separated from the ownership of the lot.

**Section 4.07. Voting Rights.** Each Class A member of the Association as defined below, shall have one vote, except when more than one person holds interest in a lot. In such event, the one vote for that lot shall be exercised as its owners determine. In no event shall more than one vote be cast by Class A members with respect to anyone lot. The Association shall originally have two classes of members (Class "A" and Class "B").

- (1) Class "A". Class "A" members shall be all those owners as defined in Section 4.01 and 4.05 (e) of this Article V, with the exception of Developer.
- (2) Class "B". Class "B" members shall be the Developer. The Class "B" member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 4.01 of this Article V. The Developer shall have the right to elect or appoint all members of the Board of Directors until the Developer has conveyed title to 75% of all lots.

The Developer shall have the right to elect or appoint a majority of the Board of Directors of the Association until the occurrence of the earlier of the following events: (1) one year after the Developer no longer holds title to or any interest in any portion of the properties, or (2) the relinquishment by the Developer of its right to elect or appoint a majority of the Board of Directors of the Association.

**Section 4.08. Turnover.** Within 90 days after the Developer no longer has the right to elect or appoint the majority of the Board, the members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "turnover" meeting) for the purpose of electing the Board of Directors. However, as long as the Developer is the owner of one lot, the Developer shall be entitled to appoint one member to the Board of Directors.

**Article V.**  
**SUBDIVISION ARCHITECTURAL CONTROL**

No dwelling or outbuilding shall be commenced, erected, installed or maintained upon a lot, nor shall any exterior addition, change or alteration, modification (including painting) be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials, color and location of same shall have been submitted to and approved in writing by the Architectural Committee of the Association. Any and all exterior additions, changes, alterations or modifications require the approval of the Architectural Committee to maintain the harmony and or external design in the location, relative to the other lots and dwellings in the subdivision. Additions and alterations which require Architectural Committee approval, include, but are not limited to: children's playhouses and sets, pools, all sport and recreation equipment and facilities, flagpoles and fences. All lot owners agree the Association shall have the right to cause removal, at the owner's expense, of any modification, alteration or installation which was placed on a lot without prior written approval of the Architectural Committee.

Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for reconstruction, rebuilding or repair of the residence in a manner that will provide for an exterior and design that existed prior to the casualty. The Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof shall make application for any such approval in writing. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons therefore. In the event the Association fails to approve or disapprove within 21 days after receipt of a written request to do so, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the 21-day period.

The association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of the Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of at least three (3) members but no more than five (5) members. The Developer shall be exempt from the provisions of this section. All construction must meet the required building criteria.

**ARTICLES VI.**  
**PROPERTY RIGHTS**

**Section 6.01. Delegation of Use.** Subject to such limitations as may be imposed by the by-laws, and covenants and restrictions imposed by the Developer and/or Association, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, guests, and invitees, subject to reasonable rules and regulations of the Association.

**Section 6.02 Title to Common Properties.** The developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association thereon free and clear of all liens and encumbrances, except this Declaration. Covenants and Restrictions of record at the time of the conveyance of the Common Properties to the Association real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

Even though legal title to the Common Properties will be in the name of the Association, rights to use the common properties cannot be conveyed without conveyance of the lots and the Association cannot convey the common properties unless approved by a majority of the members.

## **ARTICLES VII. UTILITIES, EASEMENTS, AND ROADS**

**Section 7.01. Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain after placement, 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 area of each lot and all improvements thereon shall be continuously maintained by the owner of such lot, except improvements for maintenance of which a public authority or utility company is responsible, and except for tracts which have been specifically designated as Common Areas. No dwelling unit or other structure (excluding perimeter decorative walls) of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to the utility company's employees and contractors, lot owners, their invitees and guests, and shall also be open and accessible to Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

**Section 7.03. Easement for Governmental, Health, Sanitation, and Emergency Services.** A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services, and any emergency services, such as fire, ambulance and rescue services, for purposes of ingress and egress over the common properties.

**Section 7.04. Retention Easements.** Retention easements may not be disturbed. This includes, but is not limited to sodding, digging, and dumping. Retention easements on individual lots, however, may be sodded, with the exception of the area designated as the bottom on the pond which area must be seeded or plugged to allow the bottom of the pond to percolate the runoff from the lot. Plugs must be 4" x 4" square plugs and should be spaced at a minimum of 2 feet on center.

**ARTICLE VIII.  
SEVERABILITY**

OR BK 5241 PG 1010  
14 of 17

In the event anyone of the provisions of this Declaration of Restrictions shall be deemed invalid by a court of competent jurisdiction, the remaining provisions of this Declaration of Restrictions shall remain valid and in full force and effect.

**ARTICLE IX.  
COVENANTS RUNNING WITH THE LAND**

This Declaration of Restrictions shall be considered as a covenant running with the land and shall bind all owners and all lots in the subdivision for a period of 25 years. After 25 years, this Declaration of Restrictions shall be automatically extended, unless an instrument providing for a different duration or cancellation signed by the owners of at least two thirds of the lots in the subdivision shall be recorded in the public records. This Declaration of Restrictions may be amended by the approval of owners of at least two-thirds (2/3) of the lots in the subdivision. Any amendment shall be recorded.

**ARTICLE X.  
ANNEXATION OF ADDITIONAL PROPERTY**

**Section 10.01. Annexation of Additional Property.** Additional residential property and Common area may be annexed to the subdivision in accordance with the following:

- (a) The Developer from time to time, may in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been herein above defined as additions to the property, but under no circumstances shall Developer be required to make such additions. Such additions to the Property shall be of such size as the Developer determines and the number of such additions to the property in the manner hereinafter set forth. Real property owned by Developer, other than the Property described on Exhibit "A" attached hereto, shall in no way be affected by, or become subject to, the terms and conditions of this Declaration.
- (b) Additions to the Property, if any, shall be developed and platted in such a manner, which in the opinion of the Developer provides for the preservation of the values and amenities of the Property, with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated.
- (1) The additions authorized under this Article shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions to the property, extending the scheme of the covenants and restrictions of this Declaration to such Property; and such Supplementary Declaration may contain such complimentary additions as may be necessary to reflect the different character, if any, of the additions to the property: and as are not inconsistent with the scheme of this



Declaration. Such Supplementary Declaration shall not require the joinder, consent, or approval of any Owner or other parties whatsoever.

- (2) In the event the Developer, in its sole discretion, at any time it still has the right to appoint a majority of the Board, determines that all streets should become private, then the Developer may cause the appropriate governmental agency to vacate all or any portion of the public streets and the Developer shall simultaneously execute a Supplementary Declaration of Covenants, Conditions, and Restrictions adding said streets as common areas. Said streets shall thereafter be treated and maintained as common areas in accordance with these Covenants, Conditions and Restrictions.

## ARTICLE XI. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

**Water Retention Areas:** The Association will be responsible for maintaining the portions of the Surface Water Management System, which are within the Common Area including the water quality and quantity standards of the approved plans. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the Surface Water Management System to meet water quality and quantity standards of the approved and permitted plans.

Maintenance of the Surface Water Management System shall mean the exercise practices, which allow the system to provide drainage, water storage, conveyance, or other Surface Water Management system capabilities as permitted by Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District. The Water Management District shall have the right to enforce by a proceeding law or in equity or by administrative tribunal the provisions contained in this Declaration which relates to the maintenance, operation, and repair of the Surface Water Management System. Any amendment to this Declaration which alters the Surface Water Management System, beyond maintenance in it's original condition, including the water management portions of the Common Area, must have the prior approval of the Water Management District. Any activity shall be subject to and governed by Permit No. **4418862-004** of the Southwest Florida Water Management District.

Each Owner of a Lot or Parcel, which borders a water retention area, shall maintain any portion thereof as may be within the boundary of such Owner's Lot or Parcel free of debris but shall not remove any wetlands species or do anything that would adversely affect water quality within the water retention area. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District (SWFTMUD) as part of the stormwater management system for development of the subdivision pursuant to Chapter 40D-4, F.A.C.

No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and in the recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management

It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within any wet detention pond that may be abutting their property. Removal includes dredging, the application of herbicide and cutting.

Owners should address any question regarding authorized activities within the wet detention pond to SWFTMUD, Brooksville Permitting Division.

Swimming or bathing in water retention areas are hereby prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Board of Directors and, if required, the Water Management District. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

## **ARTICLE XII. FHAVA/HUD REQUIREMENTS**

Notwithstanding anything set forth in this Declaration to the contrary in the event the Association has been approved by HUDVA, the following provisions shall supercede any provisions in the Declaration that conflict with these provisions:

Section 1: With respect to any annexation or additions to the Properties as provided in the Declaration, mergers and consolidations, the mortgaging of common areas, dissolution and amendment of the articles of incorporation, such shall require prior approval of HUD/VA as long as there is a Class B membership when FHA or VA approval has been sought by the Declarant.

Section 2: The common areas cannot be mortgaged or conveyed without the consent of at least 2/3rds of the Owners (excluding the developer).

Section 3: If ingress or egress to any residence is through the common area, any conveyance or encumbrances of such area is subject to the Owner's easement through such common area conveyed.

Section 4: With respect to any amendments to the Bylaws) so long as there is a Class B membership and approval from FHA or VA has been sought, then HUD/VA has the right to veto amendments while there is such a Class B membership.

Section 5: The Articles of Incorporation of Riverside Estates Homeowner's Association, Inc.) a not for profit Florida corporation, are attached hereto as Exhibit "B" and incorporated herein by reference.

Section 6: The Bylaws of Riverside Estates Homeowners Association, Inc., a not for profit Florida corporation, are attached hereto as Exhibit "C" and incorporated herein by reference.

The lands shown on the plat of Riverside Estates as recorded in Plat Book 40, Pages 59-65 of the Public Records of Pasco County, Florida,

Being further described as follows:

OR BK 5241 PG 1013  
17 of 17

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 28; TOWNSHIP 26 SOUTH; RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 28, NORTH 00°13'43" EAST, A DISTANCE OF 45.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PERRINE RANCH ROAD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY ON SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°32'23" WEST, A DISTANCE OF 1298.68 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°11'39" EAST, A DISTANCE OF 812.01 FEET; THENCE NORTH 89°32'23" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ON THE WEST BOUNDARY THEREOF NORTH 00°11'39" EAST, A DISTANCE OF 16.00 FEET; THENCE NORTH 89°32'23" WEST, A DISTANCE OF 356.78 FEET; THENCE NORTH 00°11'39" EAST, A DISTANCE OF 238.26 FEET; THENCE NORTH 89°42'23" WEST, DISTANCE OF 457.51 FEET TO A POINT ON THE APPROXIMATE CENTER LINE OF THE ANCLOTE RIVER, SAID POINT BEING REFERRED TO THEREAFTER AS POINT "A"; THENCE AT THE AFORESAID POINT OF BEGINNING ON THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00°13'43" EAST, A DISTANCE OF 2086.86 FEET; THENCE DEPARTING SAID EAST BOUNDARY NORTH 89°52'23" WEST, A DISTANCE OF 170.58 FEET; THENCE SOUTH 69°13'27" WEST, A DISTANCE OF 652.16 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 535.00 FEET, ARC LENGTH 183.89 FEET, DELTA 19°41'38", CHORD DISTANCE OF 182.99 FEET, CHORD BEARING OF SOUTH 53°03'41" WEST; THENCE SOUTH 43°12'52" WEST, A DISTANCE OF 72.08 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET, ARC LENGTH 238.73 FEET, DELTA 25°33'59", CHORD DISTANCE OF 236.75 FEET, CHORD BEARING OF SOUTH 30°25'53" WEST; THENCE SOUTH 17°38'53" WEST, A DISTANCE OF 35.31 FEET; THENCE NORTH 82°01'04" WEST, A DISTANCE OF 677.20 FEET; THENCE NORTH 89°42'23" WEST, A DISTANCE OF 606.53 FEET TO A POINT ON THE APPROXIMATE CENTER LINE OF SAID ANCLOTE RIVER, SAID POINT BEING REFERRED TO AS POINT "B"; THENCE MEANDERING ALONG SAID APPROXIMATE CENTER LINE OF SAID ANCLOTE RIVER A DISTANCE OF 624 FEET MORE OR LESS TO POINT "A"; A CLOSURE BETWEEN SAID TWO POINTS OF SOUTH 27°38'13" EAST, A DISTANCE OF 631.16 FEET.

CONTAINING 65.48 ACRES MORE OR LESS.

EXHIBIT "A"



Rcpt: 1164223 Rec: 27.00  
DS: 0.00 IT: 0.00  
02/29/08 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
02/29/08 10:14am 1 of 3  
OR BK 7773 PG 649

**R**

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, ESQUIRE  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR RIVERSIDE ESTATES**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on September 19, 2006, by a vote of two-thirds (2/3) of the members, the Amended and Restated Declaration of Restrictions for Riverside Estates, as recorded in O.R. Book 5241, Page 997 et seq. of the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

The Amended and Restated Declaration of Restrictions for Riverside Estates is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended and Restated Declaration of Restrictions for Riverside Estates."

**IN WITNESS WHEREOF**, Riverside Estates Property Owners' Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 19<sup>th</sup> day of December, 2006.

RIVERSIDE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

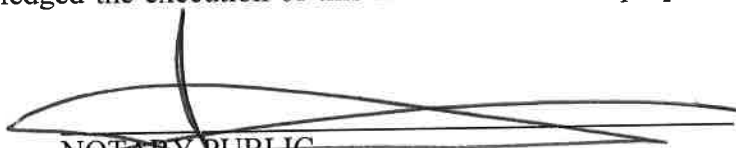
Secretary NICE PRESIDENT

By:

President

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 19th day of DECEMBER, 2006, personally appeared before me Joyce  
LARRIVEE, President, and MARIE MARINO V.P., Secretary, of Riverside Estates Property  
Owners' Association, Inc., and acknowledged the execution of this instrument for the purposes  
herein expressed.



NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



**SCHEDULE OF AMENDMENTS  
TO THE  
AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR RIVERSIDE ESTATES**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY STRIKE THROUGH  
OMISSIONS INDICATED BY ELLIPSIS....**

Section 3.07 Nuisances Prohibited, of the Amended and Restated Declaration of Restrictions for Riverside Estates shall be amended to read as follows:

Section 3.07 Nuisances Prohibited.

No nuisance or obnoxious use shall be allowed or permitted at any time on any lot or at any other location within the community. No derelict ~~cars~~ motor vehicles, junk ~~cars~~ motor vehicles, ~~trucks~~ motor vehicles with payload capacities greater than 3/4 tons one ton, motor vehicles of any commercial nature (ie: vehicles which have a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal, non-job related effects of the passenger), vehicles with payload capacities greater than 1/4 ton in any mechanically altered, non-stock condition, or any vehicles with lettering or ~~magnetic signs~~ any signage shall be parked, stored or permitted at any time on any lot, unless parked inside garages. All garbage cans must be kept inside garages unless otherwise stored in an inconspicuous place out of public view, except on designated collection days.



24

R

PREPARED BY AND RETURN TO:  
Joseph R. Cianfrone, Esquire  
Joseph R. Cianfrone, P.A.  
1964 Bayshore Blvd.  
Dunedin, FL 34698  
(727) 738-1100



Rcpt: 987406 Rec: 18.50  
DS: 0.00 IT: 0.00  
04/11/06 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
04/11/06 09:19am 1 of 2  
OR BK 6930 PG 866

**RIVERSIDE ESTATES PROPERTY ASSOCIATION, INC.**

**AFFIDAVIT OF SCRIVENER'S ERROR**

STATE OF FLORIDA )

COUNTY OF PASCO )

BEFORE ME, the undersigned authority, personally appeared Joseph L. Lussie  
who being first duly sworn deposes and says of his/her own personal knowledge:

1. He/She is a representative of the Riverside Estates Property Association, Inc.
2. That he/she has full personal knowledge of all of the facts as stated herein.
3. That the Association undertook drafting of an Amended and Restated Declaration of Restrictions for Riverside Estates, which was recorded in the Public Records of Pasco County at O.R. Book 5241, Page 997.
4. That in preparing the Amended and Restated Declaration of Restrictions for Riverside Estates, the amended document, as recorded, contains a scrivener's error.
5. The scrivener's error is that ARTICLE VII, Section 7.02 was erroneously deleted from the document.
6. That Section 7.02, as contained in the original recorded Declaration of Restrictions for Riverside Estates, found at O.R. Book 4483, Page 658 of the Public Records of Pasco County, Florida reads as follows:

**Section 7.02. Right of Entry. The Association, through it [sic] duly authorized employees and contractors, shall have the right after reasonable**

notice to the owner thereof, to enter any lot at any reasonable hour on any reasonable day to perform such maintenance as may be authorized herein.

7. That in proposing the proposed Amended and Restated Declaration of Restrictions to the owners, the document approved by the owners contained a key indicating that deletions were stricken through and additions were underlined.

8. That the Amended and Restated Declaration of Restrictions, which contained the scrivener's error, did not contain Section 7.02, and further did not show Section 7.02 as being stricken through.

9. Therefore, Section 7.02, above noted, as contained in the original Declaration and as not deleted in the Amended and Restated Declaration, is therefore contained within the Amended and Restated Declaration, and further that such provision is binding on all of the lot owners within Riverside Estates to the same extent that the original Declaration and the Amended and Restated Declaration are binding on the lot owners.

FURTHER AFFIANT SAYETH NAUGHT.

Two Witnesses as to Affiant:

RIVERSIDE ESTATES PROPERTY ASSOCIATION, INC.

Anthony P. Sammartano  
Witness Signature

ANTHONY P. SAMMARTANO  
Witness Printed Name

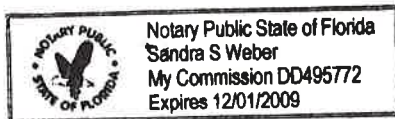
Sandra S. Weber  
Witness Signature

SAUNDRA S. WEBER  
Witness Printed Name

By: Joyce Harvill  
Authorized Representative

SWORN AND SUBSCRIBED before me this 1 day of APRIL, 2006, by Joyce Harvill, as authorized representative of Riverside Estates Property Association, Inc., on behalf of said corporation. He/She is personally known to me and did take an oath.

NOTARY PUBLIC:



Sandra S. Weber  
NOTARY PUBLIC,  
STATE OF FLORIDA

My Commission Expires:

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, ESQUIRE  
JOSEPH R. CIANFRONE, P.A.  
1968 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF RESTRICTIONS  
FOR RIVERSIDE ESTATES

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 21st, 2003, by a vote of two-thirds (2/3) of the members, the Amended and Restated Declaration of Restrictions for Riverside Estates, was approved as shown on the attached.

IN WITNESS WHEREOF, Riverside Estates Property Owners' Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6th day of February, 2003.

RIVERSIDE ESTATES PROPERTY  
OWNERS ASSOCIATION, INC.

(Corporate Seal)

By: Beth An Seletos  
President

ATTEST:

Marianne Grabowski  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 6 day of February, 2003, personally appeared before me Beth An Seletos, President, and Marianne Grabowski Secretary, of Riverside Estates Property Owners' Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



Patricia Spence  
MY COMMISSION # CC844484 EXPIRES  
June 8, 2003  
BONDED THRU TROY FAIN INSURANCE, INC

Patricia Spence  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: -

PREPARED BY:  
RIVERSIDE ESTATES PROPERTY  
ASSOCIATION, INC.  
P.O. Box 3065  
Holiday, FL 34690

**AMENDED AND RESTATED**  
**DECLARATION OF RESTRICTIONS**  
**FOR RIVERSIDE ESTATES**

**ADDITIONS INDICATED BY UNDERLINE**  
**DELETIONS INDICATED BY ~~STRIKE THROUGH~~**  
**OMISSIONS INDICATED BY ELLIPSIS...**

WHEREAS ~~this~~ DECLARATION OF RESTRICTIONS FOR RIVERSIDE ESTATES,  
~~established this was made the 11<sup>th</sup> day of November, 2000, and originally recorded in O.R.~~  
~~Book 4483, Page 658, et. seq. of the Public Records of Pasco County, Florida. by~~  
~~BLACKWELL PROPERTIES, INC., a Florida Corporation, of 6916 State Road 54, New Port~~  
~~Richey, FL 34653, hereinafter referred to as the "Developer," and revised this \_\_\_\_\_ day of~~  
~~, 2002, by the RIVERSIDE ESTATES PROPERTY ASSOCIATION, INC., a Florida~~  
~~Corporation, of P.O. Box 3065, Holiday, FL 34690, hereinafter referred to as the~~  
~~"Association."~~

WHEREAS, in accordance with Section 720.306(1)(b), two-thirds (2/3) of the voting interests  
of the Association have approved this Amended and Restated Declaration of Restrictions.

**ARTICLE I.**  
**DECLARATION**

~~The Developer hereby declares and imposes this Declaration of Restrictions on t~~The property  
~~described on Exhibit "A" attached hereto and incorporated herein- shall be sold and owned~~  
~~subject to this Amended and Restated Declaration of Restrictions for Riverside Estates.~~

**ARTICLE II.**  
**DEFINITIONS**

When used in this Declaration, the following words and terms shall have the meanings  
Indicated opposite each word of term:

1. "Association" shall mean and refer to Riverside Estates Property Association, Inc., a  
Florida Not For Profit corporation.

2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
3. "By -Laws" shall mean and refer to the by-laws of the Association, as may be amended from time to time.
4. "Common Area" or "Common Property" shall mean all of those properties or tracts owned or to be owned by the Association for the common use and enjoyment of members of the Association in accordance with the terms of this Declaration.
5. "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
6. "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.
7. " Dwelling" shall mean and refer to a single residency located on a lot. The word "dwelling" may, when the context so requires, be used interchangeably herein with the word lot and unit.
8. "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A" and is designated as such on a recorded plat or conveyed by the Developer to an Owner, whether or not said lot is improved with a dwelling unit, and a lot may include any portion or portions of any other lots as such are designated and described on a plat. The word "lot" may, when the context so requires, be used interchangeably herein with the words unit or dwelling.
9. "Member" shall mean and refer to those Owners entitled to membership as set forth herein.
10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot, which is part of the land.
11. "Regulations" shall mean and refer to any rules or regulations respecting the use of the property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and by-laws.

## **ARTICLES III. USE RESTRICTIONS**

### **Section 3.01. Residential Use.**

Only one single family dwelling for the residential use of one family may be constructed on each lot. The single-family dwelling shall have a minimum of 2,000 square feet of living area, exclusive of porches, garages and patios. The single-family dwelling shall be required to have a minimum enclosed, two-car garage (no carports), and a concrete driveway running from the street to the residence. Driveways must be of poured concrete or architectural pavers, and a minimum of 12' wide; blacktop shall not be allowed. Apron drives shall not be allowed. Culverts shall be installed in swales according to county requirements and approved in writing by the Architectural Committee. In addition, one detached workshop or other outbuilding may also be constructed toward the rear on each lot, upon approval of the Architectural Committee, using the same materials, architectural design, style and exterior color scheme as the single family dwelling. A workshop or outbuilding is defined as a permanent structure, built on a concrete pad, which has underground utilities. With the exception of a detached workshop as allowed herein, no shed, temporary building, trailer, garage or other building, whether temporary or permanent, shall be allowed on any lot. Enclosed children playhouses shall be placed or installed only upon the rear of a lot as

approved by the Architectural Control Committee. Such allowable playhouses shall be of pre-manufactured type such as Little Tykes and shall not be shed-like in structure. Placement of such allowable playhouses shall conform to side and rear yard setbacks. Tree houses are prohibited. Doghouses, shall be placed so as to not be visible from any point on the street. All pools shall be in-ground pools; above ground pools are not permitted.

**Section 3.02. Subdivision.**

Lots shall not be subdivided.

**Section 3.03. Building Requirement.**

The owner of each lot numbered 1 through 73 shall cause construction of a single family dwelling upon said lot to commence within 3 years after closing of the sale by Developer to any purchaser. In the event said owner shall fail to cause construction to commence within said 3 years, Developer shall have the option to repurchase said lot for 80% of the purchase price of the original sale without any interest points, finance charges, or other charges or amounts added thereto. Said option to repurchase may be exercised by written notice from Developer to said Owner any time within the fourth year following closing of the original sale; and closing of said repurchase shall take place within 30 days after said notice. Said owner shall be liable for all closing costs, including documentary stamps, owner's title insurance, and recordation, which closing costs may be set-off against said purchase price. This provision shall be subject to specific performance. In the event an owner shall resell said lot prior to the expiration of said 3 year period without having completed said construction, he shall furnish to Developer an Affidavit executed by the Purchaser of his lot evidencing the fact that the purchaser has read and understood the foregoing.

**Section 3.04. Mobile Homes.**

No mobile homes, modular homes, manufactured homes, park models, trailers, yacadomes, A-frames, stilt houses, or other houses of peculiar or non-conventional appearance or construction shall be built, placed or occupied at any time on any lot. All approvals for any building on any lot must be in writing from the Architectural Committee.

**Section 3.05. Set Back Requirements.**

Every building, including the principal residence I and any outbuilding, constructed on any lot shall have a set back from the frontage street property line a minimum of 30' and shall be set back from the rear property line a minimum of 25 feet. The side set back on all lots other than comer lots shall be a minimum of 15 feet from the side property line. All comer lots shall have minimum of 30' set backs from any street.

**Section 3.06. Pets and Animals.**

No more than four commonly accepted household pets (dogs, cats, or birds) may be kept on any lot. All animals must be confined on the pet owner's lot or leashed. No horses, cows, hogs, goats, poultry, or other livestock, and no exotic reptiles or obnoxious animals will be allowed. No Pitbulls, Bull Mastiffs, Great Danes, Rottweilers, Doberman Pinchers, Shepherds, or crossbreeds of the aforementioned will be allowed. This provision shall not be construed to prohibit housing animals that are specifically trained to serve handicapped persons.



### **Section 3.07. Nuisances Prohibited.**

No nuisance or obnoxious use shall be allowed or permitted at any time on any lot. No derelict cars, junk cars, trucks with payload capacities  $\frac{3}{4}$  tons, or any vehicles with lettering or magnetic signs shall be parked, stored or permitted at any time on any lot, unless parked inside garages. All garbage cans must be kept inside garages unless otherwise stored in an inconspicuous place out of public view, except on designated collection days.

### **Section 3.08. Vehicular Parking.**

Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Board of Directors. No vehicle shall be parked on any part of the property, except on concrete driveways. No vehicles may park on paved streets overnight. No trailers, boats, campers, motor homes, bicycles, lawnmowers, or similar equipment may be parked in the Development unless parked inside garages- except as noted below. Motorized recreational vehicles such as motorcycles, ATV's, etc., shall not be parked in the Development unless parked inside garages. Campers, motor homes, and boats owned by the property owner of record, may be parked overnight on the lot driveway for one 24 hour period per use, for the sole purpose of loading and unloading only. Such vehicles are not to be lived in while parked during the 24 hour period. Such vehicles shall not be parked on the street within the subdivision. Regulation and control of vehicular parking shall be monitored and enforced by the Association.

### **Section 3.09. Signs.**

No sign of any kind shall be displayed to the public view either on a lot, on a vehicle, or on the common area without prior written consent of the Association, once the home has received a Certificate of Occupancy by the County. During construction prior to receiving a Certificate of Occupancy, contractor signs are allowed. The only exceptions shall be for customary name and address signs, for Security notification signs no larger than 8" X 8", and lawn signs of not more than four square feet in size advertising a property for sale or rent. "For Sale or Rent" signs must be equivalent to a standard Real Estate company sign on a cross post and approved by the association board. Temporary pest control spraying signs must be removed after the appropriate notification time has passed.

### **Section 3.10. Lawns.**

All lots shall be sodded, in the front and side yards to the rear of the home, as can be seen from any point in the street. All lots shall have an underground irrigation system with pop-up heads. No gravel or concrete lawns shall be permitted. Lots with homes shall be mowed during the growing season to prevent grass from standing more than 4" tall. Areas of dead grass shall be resodded. Vacant lots shall be mowed as necessary, to prevent grass from being more than 15" in height.

### **Section 3.11. Maintenance.**

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. It shall be the responsibility of each owner to maintain each lot to include those areas that may be part of a right-of-way. Damaged shrubs, trees and landscape

improvements shall be repaired or replaced in an acceptable manner as necessary. Each owner shall direct his builder to keep the building site clean during construction. All building debris shall be properly disposed of in a dumpster. The dumpster shall be promptly removed when it reaches capacity, in order to keep the property attractive. Such maintained as herein above required, either Developer, its successors, assigns, or delegees, or any subsequent owner of a lot shall have the right, through their agents or employees, to have the work performed at the owner's expense, 10 days after proper notice. Proper notice shall be in writing, sent by certified mail, return receipt, to said owner using the mailing address as it then appears on the tax rolls of Pasco County, Florida. All bills for the completed work shall be mailed by the party giving notice to the owner, addressed as herein above set, forth, and shall be paid by said owner on or before 30 days after mailing. If not so paid, the amount of such bills, plus any other charges thereon, including interest at the maximum limit provided by law per annum from the date of delinquency, and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot when the party giving notice causes to be recorded in the office of the Clerk of the Circuit Court for Pasco County a Notice of Assessment which shall state the amount of such bills and such other charges and a description of the lot which has been billed. In addition to the above charges the Developer, its successors, assigns, or delegees shall have the right to levy a \$25.00 per day penalty for any violation of these restrictions, beginning ten days after the owner has been notified as herein above set forth. Upon payment of said bills and charges, or other satisfaction thereof, the party giving notice shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien. Whenever the Developer, its successors, assigns, or delegees may correct, repair, clear, preserve, clear or take any action on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass. Neither Developer, its successors, assigns, or delegees, nor any of their agents, employees or contractors, shall be liable for any damage, which may result from any work or action on said property.

### **Section 3.12. Landscaping.**

Within 30 days after the issuance of a Certificate of Occupancy, every lot shall be landscaped and sodded in accordance with the architectural criteria, with a minimum of a \$1,500.00 landscaping package for materials only (excluding labor and sod), applied to the front and sides of the home.

### **Section 3.13. Clotheslines.**

Permanent outdoor clotheslines or similar facilities will not be permitted. If a temporary clothesline is utilized, the clothesline and supports must be removed when not in use.

### **Section 3.14. Mail Delivery.**

Mailboxes and posts, shall be of a single design approved by the Association, without modifications, and may be purchased from the Developer.

### **Section 3.15. Construction Time.**

Construction of all homes shall be concluded and a Certificate of Occupancy issued within 12 months from the first issuance of the building permit for the construction of said home.

**Section 3.16. Satellite Dishes, Antennas.**

Television dishes must be located in the least conspicuous location, allowing for signal reception, and placed toward the rear of the home, not exceeding the height of the home and shall be a maximum of 24 inches in diameter, unless otherwise approved by the Association. The location and height restriction shall also apply to any type of antennas. Installations are subject to review by the Association for compliance with this restriction.

**Section 3.17. Fences.**

Any fence of any description whatsoever shall be in compliance with the Pasco County Fence Ordinance and shall not extend beyond the front edge of the side building line of the home. Fences shall only be made of white PVC, chain link covered in brown, black or green vinyl without inserts, or aluminum or wrought iron pickets in black or white color only. Fences shall not exceed six feet in height. Fences shall conform to all manufacturers specifications. Gates shall be in the same style and color as the fence-type. The definition of rear, front and side lot lines shall be subject to the provisions of Article V and the process for approval shall be set forth therein.

**Section 3.18. Commercial Business Prohibited.**

No commercial business, cottage industry, home occupation, group homes, or other commercial activity shall be conducted at any time on any lot. This shall not be construed, however, to prohibit resident artists and craftsmen working solo, from employing their skills within the confines of the residence or attendant outbuildings. Provided, however, that no wares shall be displayed outside and the sale of said wares shall not occur on the premises.

**Section 3.19. Amendment of Restrictions**

The Developer hereby expressly reserves the right, in its sole and absolute discretion to amend, cancel, interpret, enforce, or grant variances to any of this Declaration of Restrictions as long as the Developer holds fee simple title to at least 10% of the lots in the subdivision. When the Developer no longer holds fee simple title to at least 10% of the lots, then the owners of at least two-thirds of the lots in the subdivision may amend this Declaration of Restrictions. Notwithstanding the foregoing, any amendment to this Declaration of Restrictions, which would affect the surface water management system, must have the prior written approval by the appropriate governing agency.

**Section 3.20. Exterior Colors.**

Exterior color schemes, including door and trim colors, shall conform to the building criteria issued at the closing of each lot; these criteria state that all exterior colors shall be either neutral or earth tone, and shall be subject to the approval of the Architectural Committee. Colors not meeting these criteria may be submitted to the Committee for a variance. Variances are at the discretion of the Committee and its decision is final. Variances, if approved, will be issued in writing to the homeowner.

### **Section 3.21 Exterior Elements.**

Exterior elements such as irrigation wells, A/C compressors, Pool pumps and equipment, gas meters, etc., may be covered as long as the covering meets the above mentioned color criteria. Exterior elements not covered and located so that they can be seen from the street, must be hidden by landscaping or approved fencing material (see section 3.17). If plants are to be used in landscaping, a 1 year grow period to fully obscure the exterior element it is to cover, will be allowed. The plants must fully cover at least half of the exterior element when planted within the Landscaping parameters set forth in Section 3.12 above. If after 1 year's growth, the landscaping planted does not totally conceal the exterior element from the street, then an alternate method must be implemented immediately.

### **Section 3.22 Lawn Ornamentation.**

Exterior lawn ornamentation, whether permanent or non-permanent, will be subject to written approval by the Architectural Committee. Examples of lawn ornamentation include statues, fountains, and other decorative objects. Any structural ornamentation, such as gazebos, must be to the rear of the house. All exterior ornamentation should be of the type that enhances the overall beauty of the community.

### **Section 3.23 Minimum Building Criteria**

A. Homes shall be built of new material.

B. Homes must be no more than two stories or a maximum of thirty-five feet (35'), whichever is less.

C. Roofing must be dimensional shingle, metal or tile. Flat roofs are not allowed.

D. Screen porches shall be located to the side or rear of a home.

E. No simulated brick, stone or rock, or stucco or otherwise shall not be allowed.

F. All concrete blocks shall be finished with stucco, siding or other approved finish.

G. Garage doors shall be metal or wood and shall have an electric opener.

### **Section 3.24 Gas Supply.**

Given that natural gas is available, propane gas storage tanks, whether above or below ground, are not allowed.

### **Section 3.25 Personal Yard Sales.**

One personal noncommercial yard sale per lot shall be allowed each calendar year. The resident shall receive approval from the Association no less than 30 days prior to any such yard sale. The Association may impose a monetary fine for violation of this provision not to exceed \$100.00 per violation or in such maximum amount as allowed by law from time to time.

### **Section 3.26 P.O.D.S., or moving and storage units.**

Homeowners moving in or out, shall be allowed to have a P.O.D.S. unit, placed in their driveway, for a period not to exceed 2 weeks (in or out).

**Section 3.27 Holiday decorations.**

Any and all holiday decorations, may be installed no sooner than 1 month prior to the holiday, and must be totally removed within 1 month after the holiday. The Association may impose a monetary fine for violation of this provision not to exceed \$100.00 per violation or in such maximum amount as allowed by law from time to time, for any early installations, or late removals.

**Section 3.28 Penalties.**

The Association may impose reasonable fines not to exceed \$100.00 per violation or in such greater amount as allowed by law from time to time against any owner, tenant, guest or invitee for violation of this Declaration, the Articles of Incorporation of the Association, the By-Laws and the reasonable Rules and Regulations of the Association. Any unpaid fine shall be a lien against the lot. The Association shall have collection rights as outlined in ARTICLE IV of this Declaration in relation to the unpaid fine, including the right to file a lien foreclosure action and be reimbursed reasonable attorney's fees and court costs.

## **ARTICLES IV. PROPERTY OWNERS' ASSOCIATION**

The Riverside Estates Property Owners' Association Inc., a Florida non-profit corporation (hereinafter referred to as Association) is hereby created.

**Section 4.01. Membership.** Membership in the Association shall be mandatory for the owner of record of each lot in the subdivision, and each lot shall be entitled to one vote. Each lot shall bear an equal portion of the Association expenses. The terms of this Section are subject to the provisions of Section 4.05 (e).

**Section 4.02. Owner of Record.** The owner of record of each lot shall be subject to and governed by this Declaration of Restrictions and the Articles of Incorporation and by-laws of the Association.

**Section 4.03. Florida Law.** The Association shall comply with the applicable provisions of Florida Law.

**Section 4.04. Variances.** The Association, acting through its Board of Directors, shall have the power and authority to interpret, enforce, and grant variances to any of this Declaration of Restrictions.

**Section 4.05. Assessments.**

- (1) The Association acting through its Board of Directors, shall have the power and authority to determine, levy, collect and enforce annual assessments against the lots in the subdivision to defer ordinary and customary Association expenses, including the cost of maintaining and controlling berm and the surface water management system. Ordinary and customary Association expenses shall include, but not be limited to, ad valorem taxes on common property, if any, utilities, insurance, maintenance, operation and administration legal and accounting fees, and any other Association expenses determined by the Board of Directors to be consistent with the terms of this Declaration of Restrictions and the Articles of Incorporation and by-laws of the Association. The amount and purpose of the assessments, the timing and method of payment, and other rules and regulations regarding the collection and enforcement of the assessments shall be determined by the Board of Directors. Notwithstanding the foregoing, the Association acting only upon a two-thirds vote of its membership, may also levy and collect special, assessments for extraordinary expenses, major capital outlay or emergency expenses.
- (2) The regular and special assessments for Association expenses, specifically including interest at the highest legal rate, and costs of collection, court costs and reasonable attorneys' fees at both trial and appellate levels for all delinquent assessments, are hereby declared to be a charge against and a continuing lien upon each individual lot in the subdivision against which such assessments are made. The assessments against a lot shall be the personal obligation of the owner of record of that lot.
- (3) The Board of Directors of the Association shall have the power and authority to:
  - (1) declare a delinquency or other default in the payment of any assessment,
  - (2) accelerate the entire amount of the assessment;
  - (3) record a lien for a delinquent



assessment, (4) file an action in law or equity to collect the delinquent assessment or to foreclose its lien and (5) impose a \$25.00 administrative late fee in addition to the highest interest rate allowable by law for any assessment not paid when due.

- (4) Notwithstanding any other provisions contained in this Declaration of Restrictions, an institutional mortgagee, having taken title to any lot by foreclosure or otherwise, shall not be liable for any assessments or Association expenses levied or incurred prior to the institutional mortgagee's taking title to the property.
- (5) Until January 1 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment shall be \$500.00. If two or more contiguous lots are under common ownership, there shall be only one assessment for all of the lots that the residence is physically situated on. Any other contiguous lot that does not have any portion of the residence located thereon shall have a separate assessment. The owner of each lot that is subject to an assessment shall be entitled to one vote for each assessed lot. The owner of any lot that is not subject to an assessment against it shall not have a vote for that lot.
- (6) From and after January 1 of the second year immediately following the conveyance of the first lot by Developer to an owner, the annual assessment may be increased but it must be by majority vote, and in no event shall the increase exceed 12% of the assessment for the previous year.

Section 4.06. Membership. Membership shall be appurtenant to and shall pass with the title to each lot, and it may not be separated from the ownership of the lot.

**Section 4.07. Voting Rights.** Each Class A member of the Association as defined below, shall have one vote, except when more than one person holds interest in a lot. In such event, the one vote for that lot shall be exercised as its owners determine. In no event shall more than one vote be cast by Class A members with respect to anyone lot. The Association shall originally have two classes of members (Class "A" and Class "B").

- (1) Class "A". Class "A" members shall be all those owners as defined in Section 4.01 and 4.05 (e) of this Article V, with the exception of Developer.
- (2) Class "B". Class "B" members shall be the Developer. The Class "B" member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 4.01 of this Article V. The Developer shall have the right to elect or appoint all members of the Board of Directors until the Developer has conveyed title to 75% of all lots.

The Developer shall have the right to elect or appoint a majority of the Board of Directors of the Association until the occurrence of the earlier of the following events: (1) one year after the Developer no longer holds title to or any interest in any portion of the properties, or (2) the relinquishment by the Developer of its right to elect or appoint a majority of the Board of Directors of the Association.

**Section 4.08. Turnover.** Within 90 days after the Developer no longer has the right to elect or appoint the majority of the Board, the members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "turnover" meeting) for the purpose of electing the Board of Directors. However, as long as the Developer is the owner of one lot, the Developer shall be entitled to appoint one member to the Board of Directors.

## **Article V. SUBDIVISION ARCHITECTURAL CONTROL**

No dwelling or outbuilding shall be commenced, erected, installed or maintained upon a lot, nor shall any exterior addition, change or alteration, modification (including painting) be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials, color and location of same shall have been submitted to and approved in writing by the Architectural Committee of the Association. Any and all exterior additions, changes, alterations or modifications require the approval of the Architectural Committee to maintain the harmony and or external design in the location, relative to the other lots and dwellings in the subdivision. Additions and alterations which require Architectural Committee approval, include, but are not limited to: children's playhouses and sets, pools, all sport and recreation equipment and facilities, flagpoles and fences. All lot owners agree the Association shall have the right to cause removal, at the owner's expense, of any modification, alteration or installation which was placed on a lot without prior written approval of the Architectural Committee.

Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for reconstruction, rebuilding or repair of the residence in a manner that will provide for an exterior and design that existed prior to the casualty. The Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof shall make application for any such approval in writing. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons therefore. In the event the Association fails to approve or disapprove within 21 days after receipt of a written request to do so, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the 21-day period.

The association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of the Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of at least three (3) members but no more than five (5) members. The Developer shall be exempt from the provisions of this section. All construction must meet the required building criteria.

## **ARTICLES VI. PROPERTY RIGHTS**

**Section 6.01. Delegation of Use.** Subject to such limitations as may be imposed by the by-laws, and covenants and restrictions imposed by the Developer and/or Association, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, guests, and invitees, subject to reasonable rules and regulations of the Association.

**Section 6.02 Title to Common Properties.** The developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association thereon free and clear of all liens and encumbrances, except this Declaration. Covenants and Restrictions of record at the time of the conveyance of the Common Properties to the Association real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

Even though legal title to the Common Properties will be in the name of the Association, rights to use the common properties cannot be conveyed without conveyance of the lots and the Association cannot convey the common properties unless approved by a majority of the members.

## **ARTICLES VII. UTILITIES, EASEMENTS, AND ROADS**

**Section 7.01. Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain after placement, which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of low of drainage facilities in the easements. The easement area of each lot and all improvements thereon shall be continuously maintained by the owner of such lot, except improvements for maintenance of which a public authority or utility company is responsible, and except for tracts which have been specifically designated as Common Areas. No dwelling unit or other structure (excluding perimeter decorative walls) of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to the utility company's employees and contractors, lot owners, their invitees and guests, and shall also be open and accessible to Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

**Section 7.03. Easement for Governmental, Health, Sanitation, and Emergency Services.** A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services, and any emergency services, such as fire, ambulance and rescue services, for purposes of ingress and egress over the common properties.

**Section 7.04. Retention Easements.** Retention easements may not be disturbed. This includes, but is not limited to sodding, digging, and dumping. Retention easements on individual lots, however, may be sodded, with the exception of the area designated as the bottom on the pond which area must be seeded or plugged to allow the bottom of the pond to percolate the runoff from the lot. Plugs must be 4" x 4" square plugs and should be spaced at a minimum of 2 feet on center.

## **ARTICLE VIII. SEVERABILITY**

In the event anyone of the provisions of this Declaration of Restrictions shall be deemed invalid by a court of competent jurisdiction, the remaining provisions of this Declaration of Restrictions shall remain valid and in full force and effect.

## **ARTICLE IX. COVENANTS RUNNING WITH THE LAND**

This Declaration of Restrictions shall be considered as a covenant running with the land and shall bind all owners and all lots in the subdivision for a period of 25 years. After 25 years, this Declaration of Restrictions shall be automatically extended, unless an instrument providing for a different duration or cancellation signed by the owners of at least two thirds of the lots in the subdivision shall be recorded in the public records. This Declaration of Restrictions may be amended by the approval of owners of at least two-thirds (2/3) of the lots in the subdivision. Any amendment shall be recorded.

## **ARTICLE X. ANNEXATION OF ADDITIONAL PROPERTY**

**Section 10.01. Annexation of Additional Property.** Additional residential property and Common area may be annexed to the subdivision in accordance with the following:

(a) The Developer from time to time, may in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been herein above defined as additions to the property, but under no circumstances shall Developer be required to make such additions. Such additions to the Property shall be of such size as the Developer determines and the number of such additions to the property in the manner hereinafter set forth. Real property owned by Developer, other than the Property described on Exhibit "A" attached hereto, shall in no way be affected by, or become subject to, the terms and conditions of this Declaration.

(b) Additions to the Property, if any, shall be developed and platted in such a manner, which in the opinion of the Developer provides for the preservation of the values and amenities of the Property, with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated.

(1) The additions authorized under this Article shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions to the property, extending the scheme of the covenants and restrictions of this Declaration to such Property; and such Supplementary Declaration may contain such complimentary additions as may be necessary to reflect the different character, if any, of the additions to the property: and as are not inconsistent with the scheme of this

Declaration. Such Supplementary Declaration shall not require the joinder, consent, or approval of any Owner or other parties whatsoever.

- (2) In the event the Developer, in its sole discretion, at any time it still has the right to appoint a majority of the Board, determines that all streets should become private, then the Developer may cause the appropriate governmental agency to vacate all or any portion of the public streets and the Developer shall simultaneously execute a Supplementary Declaration of Covenants, Conditions, and Restrictions adding said streets as common areas. Said streets shall thereafter be treated and maintained as common areas in accordance with these Covenants, Conditions and Restrictions.

## **ARTICLE XI. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**Water Retention Areas:** The Association will be responsible for maintaining the portions of the Surface Water Management System, which are within the Common Area including the water quality and quantity standards of the approved plans. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the Surface Water Management System to meet water quality and quantity standards of the approved and permitted plans.

Maintenance of the Surface Water Management System shall mean the exercise practices, which allow the system to provide drainage, water storage, conveyance, or other Surface Water Management system capabilities as permitted by Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District. The Water Management District shall have the right to enforce by a proceeding law or in equity or by administrative tribunal the provisions contained in this Declaration which relates to the maintenance, operation, and repair of the Surface Water Management System. Any amendment to this Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the Water Management District. Any activity shall be subject to and governed by Permit No. **4418862-004** of the Southwest Florida Water Management District.

Each Owner of a Lot or Parcel, which borders a water retention area, shall maintain any portion thereof as may be within the boundary of such Owner's Lot or Parcel free of debris but shall not remove any wetlands species or do anything that would adversely affect water quality within the water retention area. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District (SWFTMUD) as part of the stormwater management system for development of the subdivision pursuant to Chapter 40D-4, F.A.C.

No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and in the recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management

District pursuant to Chapter 40D- 4.

It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within any wet detention pond that may be abutting their property. Removal includes dredging, the application of herbicide and cutting.

Owners should address any question regarding authorized activities within the wet detention pond to SWFTMUD, Brooksville Permitting Division.

Swimming or bathing in water retention areas are hereby prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Board of Directors and, if required, the Water Management District. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

## **ARTICLE XII. FHA/VA/HUD REQUIREMENTS**

Notwithstanding anything set forth in this Declaration to the contrary in the event the Association has been approved by HUDVA, the following provisions shall supercede any provisions in the Declaration that conflict with these provisions:

Section 1: With respect to any annexation or additions to the Properties as provided in the Declaration, mergers and consolidations, the mortgaging of common areas, dissolution and amendment of the articles of incorporation, such shall require prior approval of HUD/VA as long as there is a Class B membership when FHA or VA approval has been sought by the Declarant.

Section 2: The common areas cannot be mortgaged or conveyed without the consent of at least 2/3rds of the Owners (excluding the developer).

Section 3: If ingress or egress to any residence is through the common area, any conveyance or encumbrances of such area is subject to the Owner's easement through such common area conveyed.

Section 4: With respect to any amendments to the Bylaws) so long as there is a Class B membership and approval from FHA or VA has been sought, then HUD/VA has the right to veto amendments while there is such a Class B membership.

Section 5: The Articles of Incorporation of Riverside Estates Homeowner's Association, Inc.) a not for profit Florida corporation, are attached hereto as Exhibit "B" and incorporated herein by reference.

Section 6: The Bylaws of Riverside Estates Homeowners Association, Inc., a not for profit Florida corporation, are attached hereto as Exhibit "C" and incorporated herein by reference.

656515  
Prepared by/Return to:  
Gary L. Blackwell, II, President  
Blackwell Properties, Inc.  
6915 S.R. 54  
New Port Richey, FL 34653

#154.50



1

**DECLARATION OF RESTRICTIONS**

**FOR  
RIVERSIDE ESTATES**

Rcpt: 455807 Rec: 154.50  
DS: 0.00 IT: 0.00  
11/17/00 Dpty Clerk

THIS DECLARATION OF RESTRICTIONS executed this \_\_\_ day of \_\_\_\_\_, 2000, by BLACKWELL PROPERTIES, INC., a Florida Corporation, of 6915 State Road 54, New Port Richey, FL 34653, hereinafter referred to as the "Developer".

**ARTICLE I.  
DECLARATION**

JED PITTMAN, PASCO COUNTY CLERK  
11/17/00 01:38pm 1 of 34  
OR BK 4483 PG 658

The Developer hereby declares and imposes this Declaration of Restrictions on the property described on Exhibit "A" attached hereto and incorporated herein.

**ARTICLE II.  
DEFINITIONS**

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term:

1. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
2. "By-Laws" shall mean and refer to the by-laws of the Association, as may be amended from time to time.
3. "Common Area" or "Common Property" shall mean all of those properties or tracts owned or to be owned by the Association for the common use and enjoyment of members of the Association in accordance with the terms of this Declaration.
4. "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
5. "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.
6. "Dwelling" shall mean and refer to a single residency located on a lot. The word "dwelling" may, when the context so requires, be used interchangeably herein with the word lot and unit.
7. "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A" and is designated as such on a recorded plat or conveyed by the Developer to an Owner, whether or not said lot is improved with a dwelling unit, and a lot may include any portion or portions of any other lots as such are designated and described on a plat. The word "lot" may, when the context so requires, be used interchangeably herein with the words unit or dwelling.



8. "Member" shall mean and refer to those Owners entitled to membership as set forth herein.

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is part of the land.

10. "Regulations" shall mean and refer to any rules or regulations respecting the use of the property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and by-laws.

### ARTICLES III. USE RESTRICTIONS

Section 3.01. **Residential Use.** Only one single family dwelling for the residential use of one family may be constructed on each lot. The single-family dwelling shall have a minimum of 2,000 square feet of living area, exclusive of porches, garages and patios. The single-family dwelling shall be required to have a minimum enclosed, two car garage (no carports), and a concrete driveway running from the street to the residence. In addition, one detached workshop or other outbuilding may also be constructed toward the rear on each lot, using the same architectural design, style and exterior color scheme as the single family dwelling (no sheds or utility sheds).

Section 3.02. **Subdivision.** Lots shall not be subdivided.

Section 3.03. **Building Requirement.** The owner of each lot numbered 1 through 73 shall cause construction of a single family dwelling upon said lot to commence within 3 years after closing of the sale by Developer to any purchaser. In the event said owner shall fail to cause construction to commence within said 3 years, Developer shall have the option to repurchase said lot for 80% of the purchase price of the original sale, without any interest, points, finance charges, or other charges or amounts added thereto. Said option to repurchase may be exercised by written notice from Developer to said Owner any time within the fourth year following closing of the original sale; and closing of said repurchase shall take place within 30 days after said notice. Said owner shall be liable for all closing costs, including documentary stamps, owner's title insurance, and recordation, which closing costs may be set-off against said purchase price. This provision shall be subject to specific performance. In the event an owner shall resell said lot prior to the expiration of said 3 year period without having completed said construction, he shall furnish to Developer an Affidavit executed by the Purchaser of his lot evidencing the fact that the purchaser has read and understood the foregoing.

Section 3.04. **Mobile Homes.** No mobile homes, modular homes, manufactured homes, park models, trailers, yacadomes, A-frames, stilt houses, or other houses of peculiar or non-conventional appearance or construction shall be built, placed or occupied at any time on any lot.



Section 3.05. **Set Back Requirements.** Every building, including the principal residence and any outbuilding, constructed on any lot shall have a set back from the frontage street property line a minimum of 30' and shall be set back from the rear property line a minimum of 25 feet. The side set back on all lots other than corner lots shall be a minimum of 15 feet from the side property line. All corner lots shall have minimum of 30' set backs from any street.

Section 3.06. **Pets and Animals.** No more than two commonly accepted household pets may be kept on any lot. All animals must be confined on the pet owner's lot or leashed. No horses, cows, hogs, goats, poultry, or other livestock, and no exotic or obnoxious animals will be allowed. No Pitbulls, Bull Mastiffs, Great Danes, Rottweilers, Doberman Pinchers, Shepherds, or crossbreeds of the aforementioned will be allowed. This provision shall not be construed to prohibit housing animals that are specifically trained to serve handicapped persons.

Section 3.07. **Nuisances Prohibited.** No nuisance or obnoxious use shall be allowed or permitted at any time on any lot. No derelict cars, junk cars, trucks with payload capacities in excess of  $\frac{3}{4}$  tons, or any vehicles with lettering or magnetic signs shall be parked, stored or permitted at any time on any lot, unless parked inside garages. All garbage cans must be kept inside garages unless otherwise stored in an inconspicuous place out of public view, except on designated collection days. The determination of what may constitute a nuisance under this paragraph shall be decided in the sole and absolute discretion of the Developer as long as the Developer holds fee simple title to at least 10% of the lots in the subdivision.

Section 3.08. **Vehicular Parking.** Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Board of Directors. No vehicle shall be parked on any part of the property, except on concrete driveways. No vehicles may park on paved streets overnight. No trailers, boats, campers, motor homes, bicycles, lawnmowers, or similar equipment may be parked in the Development unless parked inside garages. Motorized recreational vehicles such as motorcycles, ATV's, etc. shall not be parked in the Development unless parked inside garages. Regulation and control of vehicular parking shall be monitored and enforced by the Association.

Section 3.09. **Signs.** No sign of any kind shall be displayed to the public view either on a lot, on a vehicle, or on the common area without prior written consent of the Association. The only exceptions shall be for customary name and address signs and lawn signs of not more than four square feet in size advertising a property for sale or rent.

Section 3.10. **Lawns.** All lots shall be sodded as per architectural criteria, and no gravel or concrete lawns shall be permitted. Lots with homes shall be mowed weekly during the growing season. Vacant lots shall be mowed bi-weekly during the growing season.

**Section 3.11. Maintenance.** All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. It shall be the responsibility of each owner to maintain each lot to include those areas that may be part of a right-of-way. Lawns shall not exceed four inches in height and areas of dead grass shall be replaced. Damaged shrubs, trees and landscape improvements shall be repaired or replaced in an acceptable manner. Each owner shall direct his builder to keep the building site clean during construction. All building debris shall be removed weekly in order to keep the property attractive. Such debris shall not be dumped in any area of the subdivision. In the event any lot is not maintained as herein above required, either Developer, its successors, assigns, or delegees, or any subsequent owner of a lot shall have the right, through their agents or employees, to have the work performed at the owner's expense, 10 days after proper notice. Proper notice shall be in writing, sent by certified mail, return receipt, to said owner using the mailing address as it then appears on the tax rolls of Pasco County, Florida. All bills for the completed work shall be mailed by the party giving notice to the owner, addressed as herein above set forth, and shall be paid by said owner on or before 30 days after mailing. If not so paid, the amount of such bills, plus any other charges thereon, including interest at the maximum limit provided by law per annum from the date of delinquency, and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot when the party giving notice causes to be recorded in the office of the Clerk of the Circuit Court for Pasco County a Notice of Assessment which shall state the amount of such bills and such other charges and a description of the lot which has been billed. In addition to the above charges, the Developer, its successors, assigns, or delegees shall have the right to levy a \$25.00 per day penalty for any violation of these restrictions, beginning ten days after the owner has been notified as herein above set forth. Upon payment of said bills and charges, or other satisfaction thereof, the party giving notice shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien. Whenever the Developer, its successors, assigns, or delegees may correct, repair, clear, preserve, clear or take any action on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass. Neither Developer, its successors, assigns, or delegees, nor any of their agents, employees or contractors, shall be liable for any damage which may result from any work or action on said property.

**Section 3.12. Landscaping.** Within 30 days after the issuance of a Certificate of Occupancy, every lot shall be landscaped and sodded in accordance with the architectural criteria, with a minimum of a \$1,500.00 landscaping package, including materials and labor (excluding sod).

**Section 3.13. Clotheslines.** Permanent outdoor clotheslines or similar facilities will not be permitted.

Section 3.14. **Mail Delivery.** Whenever door to door mail delivery is available, curbside mailboxes shall be prohibited. Mailboxes and posts shall be of a design approved by developer and may be purchased from developer.

Section 3.15. **Construction Time.** Construction of all homes shall be concluded and a Certificate of Occupancy issued within 12 months from the first issuance of the building permit for the construction of said home.

Section 3.16. **Satellite Dishes.** Television dishes must be located in the rear of the home, shall not exceed the height of the home and shall be a maximum of 24 inches in diameter, unless otherwise approved by the Association.

Section 3.17. **Fences.** Any fence of any description whatsoever shall be in compliance with the Pasco County Fence Ordinance and shall not extend beyond the front of the building line of the home nor shall any fence exceed 4 feet in height from the common ground elevation of the lot and be made from chain link or PVC. Privacy fences shall not exceed 6 feet in height and must be made of PVC. Fences shall conform to all manufacturers' specifications. Gates shall be in the same style and color as the fence-type. The definition of rear, front and side lot lines shall be the same as those adopted in the Pasco County Ordinance. Additionally, any fencing shall be subject to the provisions of Article V and the process for approval shall be set forth therein.

Section 3.18. **Commercial Business Prohibited.** No commercial business, cottage industry, home occupation, group homes, or other commercial activity shall be conducted at any time on any lot. This shall not be construed, however, to prohibit artists and craftsmen from employing their skills within the confines of the residence or attendant outbuildings. Provided, however, that no wares shall be displayed outside and the sale of said wares shall not occur on the premises.

Section 3.19. **Amendment of Restrictions.** The Developer hereby expressly reserves the right, in its sole and absolute discretion, to amend, cancel, interpret, enforce, or grant variances to any of this Declaration of Restrictions as long as the Developer holds fee simple title to at least 10% of the lots in the subdivision. When the Developer no longer holds fee simple title to at least 10% of the lots, then the owners of at least two thirds of the lots in the subdivision may amend this Declaration of Restrictions. Notwithstanding the foregoing, any amendment to this Declaration of Restrictions, which would affect the surface water management system, must have the prior written approval by the appropriate governing agency.

**ARTICLE IV.  
PROPERTY OWNERS' ASSOCIATION**

The Riverside Estates Property Owners' Association, Inc., a Florida non-profit corporation (hereinafter referred to as Association) is hereby created.

Section 4.01. **Membership.** Membership in the Association shall be mandatory for the owner of record of each lot in the subdivision, and each lot shall be entitled to one vote. Each lot shall bear an equal portion of the Association expenses. The terms of this Section are subject to the provisions of Section 4.05 (e).

Section 4.02. **Owner of Record.** The owner of record of each lot shall be subject to and governed by this Declaration of Restrictions and the Articles of Incorporation and by-laws of the Association.

Section 4.03. **Florida Law.** The Association shall comply with the applicable provisions of Florida Law.

Section 4.04. **Variances.** The Association, acting through its Board of Directors, shall have the power and authority to interpret, enforce, and grant variances to any of this Declaration of Restrictions.

Section 4.05. **Assessments.**

- (1) The Association, acting through its Board of Directors, shall have the power and authority to determine, levy, collect and enforce annual assessments against the lots in the subdivision to defer ordinary and customary Association expenses, including the cost of maintaining and controlling berm and the surface water management system. Ordinary and customary Association expenses shall include, but not be limited to, ad valorem taxes on common property, if any, utilities, insurance, maintenance, operation and administration, legal and accounting fees, and any other Association expenses determined by the Board of Directors to be consistent with the terms of this Declaration of Restrictions and the Articles of Incorporation and by-laws of the Association. The amount and purpose of the assessments, the timing and method of payment, and other rules and regulations regarding the collection and enforcement of the assessments shall be determined by the Board of Directors. Notwithstanding the foregoing, the Association acting only upon a two-thirds vote of its membership, may also levy and collect special assessments for extraordinary expenses, major capital outlay or emergency expenses.

- (2) The regular and special assessments for Association expenses, specifically including interest at the highest legal rate, and costs of collection, court costs and reasonable attorneys' fees at both trial and appellate levels for all delinquent assessments, are hereby declared to be a charge against and a continuing lien upon each individual lot in the subdivision against which such assessments are made. The assessments against a lot shall be the personal obligation of the owner of record of that lot.
- (3) The Board of Directors of the Association shall have the power and authority to:
  - (1) declare a delinquency or other default in the payment of any assessment,
  - (2) accelerate the entire amount of the assessment,
  - (3) record a lien for a delinquent assessment, and
  - (4) file an action in law or equity to collect the delinquent assessment or to foreclose its lien.
- (4) Notwithstanding any other provisions contained in this Declaration of Restrictions, an institutional mortgagee, having taken title to any lot by foreclosure or otherwise, shall not be liable for any assessments or Association expenses levied or incurred prior to the institutional mortgagee's taking title to the property.
- (5) Until January 1 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment shall be \$500.00. If two or more contiguous lots are under common ownership, there shall be only one assessment for all of the lots that the residence is physically situated on. Any other contiguous lot that does not have any portion of the residence located thereon shall have a separate assessment. The owner of each lot that is subject to an assessment shall be entitled to one vote for each assessed lot. The owner of any lot that is not subject to an assessment against it shall not have a vote for that lot.
- (6) From and after January 1 of the second year immediately following the conveyance of the first lot by Developer to an owner, the annual assessment may be increased but it must be by majority vote, and in no event shall the increase exceed 12% of the assessment for the previous year.

Section 4.06. **Membership.** Membership shall be appurtenant to and shall pass with the title to each lot, and it may not be separated from the ownership of the lot.

Section 4.07. **Voting Rights.** Each Class A member of the Association as defined below shall have one vote, except when more than one person holds interest in a lot. In such event, the one vote for that lot shall be exercised as its owners determine. In no event shall more than one vote be cast by Class A members with respect to any one lot. The Association shall originally have two classes of members (Class "A" and Class "B").

- (1) **Class "A"**. Class "A" members shall be all those owners as defined in Section 4.01 and 4.05 (e) of this Article V, with the exception of Developer.
- (2) **Class "B"**. Class "B" members shall be the Developer. The Class "B" member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 4.01 of this Article V. The Developer shall have the right to elect or appoint all members of the Board of Directors until the Developer has conveyed title to 75% of all lots.

The Developer shall have the right to elect or appoint a majority of the Board of Directors of the Association until the occurrence of the earlier of the following events: (1) one year after the Developer no longer holds title to or any interest in any portion of the properties, or (2) the relinquishment by the Developer of its right to elect or appoint a majority of the Board of Directors of the Association.

Section 4.08. **Turnover.** Within 90 days after the Developer no longer has the right to elect or appoint the majority of the Board, the members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "turnover" meeting) for the purpose of electing the Board of Directors. However, as long as the Developer is the owner of one lot, the Developer shall be entitled to appoint one member to the Board of Directors.

## ARTICLE V. SUBDIVISION ARCHITECTURAL CONTROL

No dwelling shall be commenced, erected, installed or maintained upon a lot, nor shall any exterior addition, change or alteration be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials, color and location of same shall have been submitted to and approved by the Association, in writing, as to the harmony or external design and location in relation to the other lots and dwellings in the subdivision. Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for reconstruction, rebuilding or repair of the residence in a manner that will provide for an exterior and design that existed prior to the casualty. The Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof shall make application for any such approval in writing. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons therefor. In the event the Association fails to approve or disapprove within 21 days after receipt of a written request to do so, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the 21-day period.

The Association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of this Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of 3 members appointed by the Board of Directors, 2 of whom shall be appointed by the Developer until the members assume control of the Association in accordance with Article IV, Developer may waive this requirement whereupon all members shall be Owners. Developer shall be exempt from the provisions of this section. All construction must meet the required building criteria.

## ARTICLE VI. PROPERTY RIGHTS

Section 6.01. **Delegation of Use.** Subject to such limitations as may be imposed by the by-laws, and covenants and restrictions imposed by the Developer and/or Association, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, guests, and invitees, subject to reasonable rules and regulations of the Association.

Section 6.02. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon, and until such time as in the opinion of the Developer the Association is able to maintain said Common Properties. The Developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association thereon free and clear of all liens and encumbrances, except this Declaration. Covenants and Restrictions of record at the time of the conveyance of the Common Properties to the Association, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

Even though legal title to the Common Properties will be in the name of the Association, rights to use the common properties cannot be conveyed without conveyance of the lots, and the Association cannot convey the common properties unless approved by a majority of the members.

**ARTICLE VII.  
UTILITIES, EASEMENTS, AND ROADS**

Section 7.01. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain after placement, 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 area of each lot and all improvements thereon shall be continuously maintained by the owner of such lot, except improvements for maintenance of which a public authority or utility company is responsible, and except for tracts which have been specifically designated as Common Areas. No dwelling unit or other structure (excluding perimeter decorative walls) of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to the utility company's employees and contractors, lot owners, their invitees and guests, and shall also be open and accessible to Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.

Section 7.02. **Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any reasonable day to perform such maintenance as may be authorized herein.

Section 7.03. **Easement for Governmental, Health, Sanitation, and Emergency Services.** A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services, and any emergency services, such as fire, ambulance and rescue services, for purposes of ingress and egress over the common properties.

Section 7.04. **Retention Easements.** Retention easements may not be disturbed. This includes, but is not limited to sodding, digging, and dumping. Retention easements on individual lots, however, may be sodded, with the exception of the area designated as the bottom on the pond which area must be seeded or plugged to allow the bottom of the pond to percolate the runoff from the lot. Plugs must be 4" x 4" square plugs and should be spaced at a minimum of 2 feet on center.

**ARTICLE VIII.  
SEVERABILITY**

In the event any one of the provisions of this Declaration of Restrictions shall be deemed invalid by a court of competent jurisdiction, the remaining provisions of this Declaration of Restrictions shall remain valid and in full force and effect.



**ARTICLE IX.  
COVENANTS RUNNING WITH THE LAND**

This Declaration of Restrictions shall be considered as a covenant running with the land and shall bind all owners and all lots in the subdivision for a period of 25 years. After 25 years, this Declaration of Restrictions shall be automatically extended, unless an instrument providing for a different duration or cancellation signed by the owners of at least two thirds of the lots in the subdivision shall be recorded in the public records.

**ARTICLE X.  
ANNEXATION OF ADDITIONAL PROPERTY**

Section 10.01. **Annexation of Additional Property.** Additional residential property and Common area may be annexed to the subdivision in accordance with the following:

- (a) The Developer, from time to time, may in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been herein above defined as additions to the property, but under no circumstances shall Developer be required to make such additions. Such additions to the Property shall be of such size as the Developer determines and the number of such additions to the property in the manner hereinafter set forth. Real property owned by Developer, other than the Property described on Exhibit "A" attached hereto, shall in no way be affected by, or become subject to, the terms and conditions of this Declaration.
- (b) Additions to the Property, if any, shall be developed and platted in such a manner which in the opinion of the Developer provides for the preservation of the values and amenities of the Property, with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated.
- (1) The additions authorized under this Article shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions to the property, extending the scheme of the covenants and restrictions of this Declaration to such Property; and such Supplementary Declaration may contain such complimentary additions as may be necessary to reflect the different character, if any, of the additions to the property and as are not inconsistent with the scheme of this Declaration. Such Supplementary Declaration shall not require the joinder, consent, or approval of any Owner or other parties whatsoever.

- (2) In the event the Developer, in its sole discretion, at any time it still has the right to appoint a majority of the Board, determines that all streets should become private, then the Developer may cause the appropriate governmental agency to vacate all or any portion of the public streets and the Developer shall simultaneously execute a Supplementary Declaration of Covenants, Conditions, and Restrictions adding said streets as common areas. Said streets shall thereafter be treated and maintained as common areas in accordance with these Covenants, Conditions and Restrictions.

#### ARTICLE XI.

#### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

**Water Retention Areas:** The Association will be responsible for maintaining the portions of the Surface Water Management System which are within the Common Area including the water quality and quantity standards of the approved plans. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the Surface Water Management System to meet water quality and quantity standards of the approved and permitted plans.

Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other Surface Water Management system capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District. The Water Management District shall have the right to enforce by a proceeding law or in equity or by administrative tribunal the provisions contained in this Declaration which relates to the maintenance, operation, and repair of the Surface Water Management System. Any amendment to this Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the Water Management District. Any activity shall be subject to and governed by **Permit No. 4418862-004** of the Southwest Florida Water Management District.

Each Owner of a Lot or Parcel which borders a water retention area shall maintain any portion thereof as may be within the boundary of such Owner's Lot or Parcel free of debris but shall not remove any wetlands species or do anything that would adversely affect water quality within the water retention area.

It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District (SWFTMUD) as part of the stormwater management system for development of the subdivision pursuant to Chapter 40D-4, F.A.C.

No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and in the recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4.

It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within any wet detention pond that may be abutting their property. Removal includes dredging, the application of herbicide and cutting. Owners should address any question regarding authorized activities within the wet detention pond to SWFTMUD, Brooksville Permitting Division.

Swimming or bathing in water retention areas are hereby prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Board of Directors and, if required, the Water Management District. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

## **ARTICLE XII.**

### **FHA/VA/HUD REQUIREMENTS**

Notwithstanding anything set forth in this Declaration to the contrary in the event the Association has been approved by HUD/VA, the following provisions shall supercede any provisions in the Declaration that conflict with these provisions:

Section 1: With respect to any annexation or additions to the Properties as provided in the Declaration, mergers and consolidations, the mortgaging of common areas, dissolution and amendment of the articles of incorporation, such shall require prior approval of HUD/VA as long as there is a Class B membership when FHA or VA approval has been sought by the Declarant.

Section 2: The common areas cannot be mortgaged or conveyed without the consent of at least 2/3 rds of the Owners (excluding the developer).

Section 3: If ingress or egress to any residence is through the common area, any conveyance or encumbrances of such area is subject to the Owner's easement through such common area conveyed.

Section 4: With respect to any amendments to the Bylaws, so long as there is a Class B membership and approval from FHA or VA has been sought, then HUD/VA has the right to veto amendments while there is such a Class B membership.

Section 5: The Articles of Incorporation of Riverside Estates Homeowner's Association, Inc., a not for profit Florida corporation, are attached hereto as Exhibit "B" and incorporated herein by reference.

Section 6: The Bylaws of Riverside Estates Homeowners Association, Inc., a not for profit Florida corporation, are attached hereto as Exhibit "C" and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereto set their hand and seal the day and year first above written.

Signed in Presence of:

Stephen C. Booth  
Garen H. Olson

BLACKWELL PROPERTIES, INC.,  
A Florida Corporation

By: Gary L. Blackwell, II  
Gary L. Blackwell, II, President

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing Declaration of Restrictions for Riverside Estates was acknowledged before me this 17 day of Nov, 2000, by Gary L. Blackwell, II, the President of Blackwell Properties, Inc., a Florida Corporation, on behalf of said corporation, who is personally known to me and who did not take an oath.

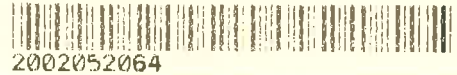
Stephen C. Booth  
Notary Public



**STEPHEN C. BOOTH**  
Notary Public State of Florida  
My Commission Exp. May 8, 2002  
Commission # CC 736690

**Amendments to the Deed Restrictions of the Riverside Estates Property Association.**

**March 25, 2002**



**ARTICLES III  
USE RESTRICTIONS**

Rcpt: 578607 Rec: 6.00  
DS: 0.00 IT: 0.00  
04/04/02 Dpty Clerk

Section 3.09. **Signs.** No sign of any kind shall be displayed to the public view either on a lot, on a vehicle, or on the common area without prior written consent of the Association. The only exceptions shall be for customary name and address signs and lawn signs of not more than four square feet in size advertising a property for sale or rent. "For Sale or Rent" signs must be equivalent to a standard Real Estate company sign on a cross post and approved by the association board.

Section 3.17. **Fences.** Any fence of any description whatsoever shall be in compliance with the Pasco County Fence Ordinance and shall not extend beyond the front of the building line of the home. Fences shall be made of white PVC or chain link covered in brown, black or green vinyl. Fences shall not exceed six feet in height. Fences shall conform to all manufacturers specifications. Gates shall be in the same style and color as the fence-type. The definition of rear, front and side lot lines shall be subject to the provisions of Article V and the process for approval shall be set forth therein.

Section 3.20. **Exterior Colors.** Exterior color schemes, including door and trim colors, shall conform to the building criteria issued at the closing of each lot; these criteria state that all exterior colors shall be either neutral or earth tone, and shall be subject to the approval of the Architectural Committee. Colors not meeting these criteria may be submitted to the Committee for a variance. Variances are at the discretion of the Committee and its decision is final. Variances, if approved, will be issued in writing to the homeowner.

Exterior elements such as irrigation wells may be covered as long as the covering meets the above mentioned color criteria. Exterior elements not covered and located in the front of or on the side of a dwelling must be sufficiently hidden by landscaping or approved fencing material (see section 3.17).

**ARTICLES V  
SUBDIVISION ARCHITECTURAL CONTROL**

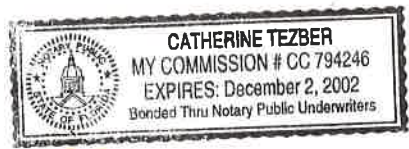
The association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of the Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of at least three (3) members but no more than five (5) members, two (2) of whom shall be appointed by the Developer until the members assume control of the Association in accordance with Article IV. The Developer may waive this requirement whereupon all members shall be Owners. The Developer shall be exempt from the provisions of this section. All construction must meet the required building criteria.

JED PILLMAN PASCO COUNTY CLERK  
04/04/02 10:30am  
OR BK 4908 PG 658 of 1

*Howard Grant Chittum* March 29, 2002

*Catherine Tezber* 3/28/02

**R** Howard Chittum, President Date  
Riverside Estates Prop. Assoc. c/o BETH SELETOS  
2843 SHIPSTON AVE  
New Port Richey FL  
34655



**Amendments to the Deed Restrictions of the Riverside Estates Property Association.**

**March 25, 2002**



**ARTICLES III  
USE RESTRICTIONS**

Rept: 578607 Rec: 6.00  
DS: 0.00 IT: 0.00  
04/04/02 Opty Clerk

Section 3.09. **Signs.** No sign of any kind shall be displayed to the public view either on a lot, on a vehicle, or on the common area without prior written consent of the Association. The only exceptions shall be for customary name and address signs and lawn signs of not more than four square feet in size advertising a property for sale or rent. "For Sale or Rent" signs must be equivalent to a standard Real Estate company sign on a cross post and approved by the association board.

Section 3.17. **Fences.** Any fence of any description whatsoever shall be in compliance with the Pasco County Fence Ordinance and shall not extend beyond the front of the building line of the home. Fences shall be made of white PVC or chain link covered in brown, black or green vinyl. Fences shall not exceed six feet in height. Fences shall conform to all manufacturers specifications. Gates shall be in the same style and color as the fence-type. The definition of rear, front and side lot lines shall be subject to the provisions of Article V and the process for approval shall be set forth therein.

Section 3.20. **Exterior Colors.** Exterior color schemes, including door and trim colors, shall conform to the building criteria issued at the closing of each lot; these criteria state that all exterior colors shall be either neutral or earth tone, and shall be subject to the approval of the Architectural Committee. Colors not meeting these criteria may be submitted to the Committee for a variance. Variances are at the discretion of the Committee and its decision is final. Variances, if approved, will be issued in writing to the homeowner.

Exterior elements such as irrigation wells may be covered as long as the covering meets the above mentioned color criteria. Exterior elements not covered and located in the front of or on the side of a dwelling must be sufficiently hidden by landscaping or approved fencing material (see section 3.17).

**ARTICLES V  
SUBDIVISION ARCHITECTURAL CONTROL**

The association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of the Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of at least three (3) members but no more than five (5) members, two (2) of whom shall be appointed by the Developer until the members assume control of the Association in accordance with Article IV. The Developer may waive this requirement whereupon all members shall be Owners. The Developer shall be exempt from the provisions of this section. All construction must meet the required building criteria.

*Howard Chittum* *March 29, 2002*

*Catherine Tezber* *3/28/02*



Howard Chittum, President Date  
Riverside Estates Prop. Assoc. c/o BETH SELETOS  
2843 SHIPSTON AVE  
New Port Richey FL  
34655



JED PITTMAN, PASCO COUNTY CLERK  
04/04/02 10:30am  
OR BK 4908 PG 658