

Riverwood Plantation Document Deed Restriction Extracts

The following were extracted from our documents and the document name and paragraph are included at the end. The numbering and title in bold were added for easy reference and convenience of use. The exact wording and context can be found in the reference location provided at the end of each paragraph.

1. **Trailers/Storage Buildings.** No structure of a temporary nature or character, including but not limited to a trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence or other living quarters whether temporary or permanent, unless approved by the Architectural Review Committee for use during construction only. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.6)
2. **Parking.** No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of 10 consecutive hours. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.7)
3. **ARC, Parking.** No boat, boat and trailer or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in boathouse approved by the Architectural Review Committee (ARC) or in a garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage attached to the residence. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.8)
4. **Pets, Animals.** No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the owner's lot and shall not be permitted to roam free in the neighborhood. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.9)
5. **Offensive Activity.** No obnoxious or offensive activity shall be conducted or permitted to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may become an annoyance or private or public nuisance. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.10)
6. **Dumping, Weeds & Underbrush.** No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and from unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.11)
7. **ARC. Walls, Fences or Hedges.** No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type and location

thereof have been approved by the ARC in accordance with the procedures of Section 3.3. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.12)

8. **Septic Tanks.** No septic tank, drain field, mobile home storage tank or other similar container shall be permitted to exist on any lot. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.13)
9. **ARC, Driveways, Drainage.** No driveway shall be constructed, maintained, altered or permitted to exist on any lot if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining the lot. All driveways must be approved by the ARC in accordance with the procedures in Section 3.3. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.14)
10. **Utility Feeds.** The owner shall assume and pay as and when the same shall become due the costs of installation and maintenance of the underground utility system from the primary utility lines. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.15)
11. **ARC, Trees & Shrubs.** No owner or occupant of any lot shall remove any trees, shrubs or other vegetation, except for routine lawn maintenance and routine reasonable pruning of trees and shrubs, unless prior approval in writing has been obtained from the ARC. All requests for approval of vegetation removal shall be submitted to the ARC along with a plan showing generally the location of such vegetation and the proposed removal. In no event shall the "Tree Ordinance" (ordinance 1983-43, as amended) of the City of Port Orange be violated in any respect. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.16)
12. **ARC, Trees, Violations.** Anyone violating the provisions of the above paragraph {the provisions of Section 3.16} will be required to replace such vegetation with vegetation of like size and condition within thirty (30) days after demand by the ARC. If the owner fails or refuses to replace the vegetation as demanded, the ARC shall cause suitable replacements to be planted and the cost thereof shall be paid by the owner and upon refusal to pay, a lien may be placed against the lot of the owner in violation. Every owner hereby grants to the ARC, its agents, contractors and employees an easement of ingress and egress over and across said lot to comply with the above paragraph {Section 3.16}. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.17)
13. **Antennas.** No one shall be permitted to install or maintain any outside television or radio antennae, masts, aerials or other tower for the purpose of audio or visual reception or transmission. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.18)
14. **ARC, Signs.** No commercial signs, real estate "For Sale" sign or any other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the ARC or except as may be required by legal proceedings. It being understood that the ARC will not grant permission for said signs unless their erection is necessary to avert serious hardship to the property Owner. If permission is granted for any signage, the ARC shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the ARC. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.23)
15. **Allowable Trim.** No Owner or tenant of an Owner shall install shutters, awnings or other decorative exterior trim except small exterior decorations such as address plates and name plates. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.24)

16. **ARC, Window Coverings.** No reflective foil, or other material or tinted glass shall be permitted on any windows and any such installation shall require the approval of the ARC. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.25)
17. **Interior Maintenance.** Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (days) from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such Dwelling Unit and shall be entitled to make a special assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot and Dwelling Unit as would any other assessment or special assessment by the Association. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.26)
18. **Access at Reasonable Hours.** For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any LOT or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.27)
19. **Garage Doors.** In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to the Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage. (Note added: Open garage doors offer the opportunity for theft and loss of personal property). (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.28)
20. **ARC, Laundry.** There shall be no exterior clothes line or displays of laundry, clothes, sheets, blankets or other articles on any lot, except only in an enclosed yard after written approval upon application to the ARC. (Ref. 20 Nov 1984 A&R Dec of Covenants, Section 3.29)
21. **Exterior Maintenance.** Exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio shall be provided by the lot or unit Owner. In the event the Owner fails to maintain his lot or dwelling unit in a reasonable manner, such maintenance may but shall not be obligated to be performed by the HOA and the Owner shall be deemed to have granted the Association an easement to go on the Owner's premises for such purposes. Any and all costs incurred by the Association in performing repairs or maintenance under this section shall be paid by the Owner as a Special Assessment which may be enforced by a lien against the Owner's property. (Ref. 1 Feb 1989 Amendment, Section 7)

Each Owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an owner of any Lot shall fail to maintain the Lot and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two thirds

(2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair and restoration, including legal and administrative fees, shall become a Special Assessment upon such Lot secured by a lien thereon in favor of the Association. (Riverwood PUD, 12 May 1982, FL-03-11292-2, page 11-12, Article II, Restrictive Covenants – Use of Property, Section 10.)

The above rules were extracted from the governing documents. Should any disagreement or discrepancy exist, the governing documents, as amended, take precedence.