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Prepared by and return to:
Christopher J. Hurst
Newton, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER'S EDGE PLANTATION

THIS DECLARATION is made on the date hereinafter set forth by
RENEX HOMES, INC., a Florida corporation, whose address is 9080
Golfside Drive, Jacksonville, Florida 32256, hereinafter referred
to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all those certain proper-
ties in St. Johns County, Florida, being more particularly
described as:

Rivers Edge Plantation, according to the plat thereof
recorded in Plat Book 27, pages 88 through 98, of the
public records of St. Johns County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold, and conveyed
subject to the following easements, restrictions, covenants,
agreements and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title or
interest in the described properties or any part thereof, their
heirs, successors, and assigns, and shall inure to the benefit of
each owner thereof. Any person accepting a deed to any portion of
the property shall be deemed to have agreed to all of the ease-
ments, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Rivers Edge
Plantation Association, Inc., a Florida corporation not for profit,
its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether
one or more persons or entities, of a fee simple title to any lot
which is a part of the properties, including contract sellers, but
excluding those having such interest merely as security for the
performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

5. "Lot" shall mean and refer to a residential lot, as hereafter defined, a deeded reserve lot, as hereafter defined or a residential lot together with a deeded reserve lot as the context may require.

6. "Deeded Reserve Lot" shall mean and refer to the non-residential use plots of land shown upon the recorded subdivision plat of the property described above which are designated with an "A" or "B" and which are further subject to restrictions as shown on the Plat.

7. "Passive Use Area" shall mean and refer to the land shown upon the recorded subdivision plat of the properties described above that is not a Residential Lot or Deeded Reserve Lot.

8. "Residential Lot" shall mean and refer to the residential plots of land shown upon the recorded subdivision plat of the properties described above.

9. "Declarant" shall mean and refer to Renex Homes, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

10. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

11. "Destination Travel" shall mean and refer to motorized or vehicular transportation within the Passive Use Area solely for the purpose of access from a point outside the Passive Use Area to a particular destination within the Passive Use Area and is only allowed to provide reasonable access to all Lot owners to the Passive Use Area. The intention of Destination Travel is to also specifically prohibit offensive motorized or vehicular traffic or activities within the Passive Use Area. A 10 mile per hour speed limit is hereby imposed for Destination Travel.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every Owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable user, admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

(b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any Owner for any period during which any assessment against such Owner's Lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.

2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, such Owner's right of enjoyment to the Common Area and facilities to the members of such Owner's family, tenants, or contract purchasers who reside on the Property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every Owner of a Residential Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment.

2. Membership. The Association shall have two classes of voting membership: CLASS A - Class A members shall be all Owners

of Residential Lots, with the exception of the Declarant as defined in Article I, and shall be entitled to one vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be members. The vote for such Residential Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Residential Lot. No vote shall be cast with respect to any Deeded Reserve Lot.

CLASS B - The Class B member shall be the Declarant and shall have a number of votes equal to the total number of Residential Lots which are part of the Properties. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the Declarant has conveyed one hundred percent (100%) of the Residential Lots which are part of the Properties; or
- (b) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Residential Lot owned within the Properties, hereby covenants, and each Owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to

such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, roadways, and the Surface Water and/or Storm Water Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water and/or Stormwater Management System and shall have the right to utilize the private easements shown on the plat for such purpose. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred to it from the Declarant, and accepting complete responsibility for the St. Johns River Water Management District permits for the Property.

3. Initial Capital Contribution. The initial capital contribution shall be \$300.00 for the first conveyance of title to any Residential Lot to any person other than Declarant. The charge for such capital contribution shall be due and payable to the Association by the Owner of such Residential Lot at the time of conveyance of title. Such payment shall be accompanied by a copy of the deed evidencing such conveyance.

4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Residential Lot to an owner, the maximum assessment shall be \$350.00 per year per Residential Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the maximum assessment may be increased each year but not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the maximum assessment may be increased more than 10% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots and may be collected on a quarterly basis or as determined by the Board of Directors.

8. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all Residential Lots on the date of the recording of this Declaration in the public records of St. Johns County, Florida. No Residential Lot owned by the Declarant shall be subject to any assessment for a period not to exceed twelve (12) months from the first closing to an individual Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.

9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property involved, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such Owner's Residential Lot.

10. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of

any institutional first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessments thereafter becoming due or from the lien thereof.

11. No Assessments Deeded Reserve Lots. Deeded Reserve Lots shall not be subject to assessments pursuant to this Article IV. It is intended that all assessments be collected only as to Residential Lots and that such assessments shall be set as to a Residential Lot without regard to the number of Deeded Reserve Lot(s) that the Owner of a Residential Lot may own.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Ownership of Deeded Reserve Lots. Only an owner of a Residential Lot shall be the owner of a Deeded Reserve Lot. A Deeded Reserve Lot can not be owned by any person who is not also an owner of a Residential Lot. An owner of a Residential Lot may be the owner of two or more Deeded Reserve Lots.

2. Ownership of Residential Lots. An owner of a Residential Lot is not required to also be an owner of a Deeded Reserve Lot.

3. Land Use and Building Type.

(a) Residential Lots. No one other than Declarant shall use any Residential Lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one detached single-family dwelling not to exceed 35 feet in height. Provided, however, a garage apartment above a garage which is not a principal place of residence shall be permitted, except garage apartments shall not be permitted on Residential Lots 30 through 39, inclusive. A garage apartment will be a principal place of residence if it is occupied by any person continually for more than 30 days without an

interruption of at least one (1) full week or more than a total of 180 days in any calendar year. Except when a permanent residence is to be constructed and has been approved by the Architectural Review Committee the Owner of the Lot may reside continually for a period not to exceed 180 days while actively constructing a home.

(b) Deeded Reserve Lots. No one other than Declarant shall use any Deeded Reserve Lot except for permitted agricultural uses and permitted non-residential structures.

(c) Passive Use Area. The Passive Use Area shall be a Common Area owned by the Association. It shall be used for recreational purposes only for activities such as hiking, horseback riding, picnicking, etc. Motorized or vehicular traffic of any type shall be prohibited in the Passive Use Area except for Association approved maintenance purposes, emergency purposes, and Destination Travel. The permitted uses of the Passive Use Area shall be established by the Association by the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

(d) No outbuilding or other structure at any time situate on the Properties shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence or multi-family apartment house shall be erected or placed on or allowed to occupy said land.

4. Declarant's Right to Resubdivide, Replat or Assign. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

5. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 4-109-0142

authorizing construction and operation of a Surface Water and/or Storm Water Management System to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the Owners of Lots requiring rear lot water treatment are required to install rear lot water treatment at the time of house construction in accordance with the terms and conditions of the said permit and said Owners or their heirs, successors or assigns shall be responsible for the continuing compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

6. Sidewalks. When a dwelling is constructed on any Residential Lot, or within twenty-four months from the initial purchase of any Residential Lot, the Residential Lot Owner must also construct a sidewalk on that Residential Lot if a sidewalk is shown on the County approved engineering plan for the subdivision. All sidewalks must conform to County standards.

7. Garage. Each home shall have a minimum two car garage which may be attached or detached, subject to Architectural Control Committee approval. A side or courtyard entry garage which does not face the street shall be required on Residential Lots 30 through 39 inclusive. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.

8. Outbuildings. All outbuilding to be erected, placed or altered on any Residential Lot or Deeded Reserve Lot shall be as

approved by the Architectural Control Committee and approval shall be required.

9. Approval of Structure. No residence, garage apartment, structure, fence, wall or swimming pool (collectively called structures) shall be erected, placed or altered on any Residential Lot or Deeded Reserve Lot until the construction plans and specifications and a plan showing the location of the structure including location of septic tank and well have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed smooth block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 27 below. All approvals by the Architectural Control Committee shall be in writing and shall specify the exact nature, size, location and appearance of any structures. The decision to grant approval is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the terms and conditions set forth by the Architectural Control Committee not be complied with by the Lot Owner to whom approval is granted. The decision to grant approval is discretionary with the Architectural Control Committee and the decision to not grant approval shall not be subject to judicial review. The Architectural Control Committee shall have thirty (30) days from receipt of a completed Architectural Control package to approve or disapprove any request. Should the Architectural Control Committee fail to render its decision within thirty (30) days, then the request shall be deemed approved, provided however, that the lot owner shall provide the Architectural Control Committee a seven (7) day notice that said owner intends to proceed forward with their plans as submitted and after said seven (7) days, the request shall be deemed approved.

10. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any Residential Lot unless the main structure,

exclusive of one-story open porches, garages and garage apartments, shall contain at least 1800 square feet except on Residential Lots 30 through 39, inclusive, which shall contain at least 2,000 square feet. The Architectural Control Committee shall be empowered to allow a 10% variance in the above referenced square footage.

11. Building Location. Residential Lots 1 through 21, inclusive, shall be deemed to face West. Residential Lots 22 through 27, inclusive shall be deemed to face East. Residential Lots 28 and 29 shall be deemed to face West. Residential Lots 30 through 39, inclusive, shall be deemed to face East. Residential Lot 40 shall seek approval of the Architectural Control Committee. No building shall be located on any Residential Lot nearer than the front lot line than as submitted to and approved by the Architectural Control Committee or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line; provided, that combined side yards shall not be less than 20 feet. No dwelling shall be located on any Residential Lot nearer the rear lot line than as submitted to and approved by the Architectural Control Committee, or nearer to the rear lot line than the building restriction line. No dwelling shall be located closer than 20 feet from any existing dwelling. The Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent, and the Declarant may assign such power. No building shall be located on any Deeded Reserve Lot nearer than 100 feet to the front line or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line; provided, that combined side yards shall not be less than 20 feet. No building shall be located on any Deeded Reserve Lot nearer than 50 feet to the rear lot line, or nearer to the rear lot line than the rear building restriction line without prior written consent from the Architectural Control Committee. No building shall be located closer than 10 feet from any existing building on the same Lot, nor closer than 20 feet from any existing building on any adjoining Lot. The Declarant shall be empowered to issue a variance in

regard to the above measurements as it may deem prudent, and the Declarant may assign such power.

12. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any Residential Lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a Residential Lot and screened from view of passing motorists and neighboring Residential Lots, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on a Residential Lot or Deeded Reserve Lot between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the Lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the Residential Lot Owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted on a Residential Lot or Deeded Reserve Lot unless specifically approved by the Architectural Review Committee.

Commercial vehicles, farming and agricultural equipment, boats or trailers (as approved by the Architectural Control Committee) shall be permitted to be placed on a Deeded Reserve Lot provided such vehicle, equipment, boat or trailer is placed or parked on the Deeded Reserve Lot and screened from view of passing motorists and neighboring Lots.

14. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently except permitted garage apartments as otherwise provided herein.

15. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

16. Contiguous Lots. A common owner of two or more contiguous Residential Lots may treat the combined Lots as a single Lot except for assessment and Association membership rights for which each Lot shall be treated as a separate Lot. A common owner of two or more contiguous Deeded Reserve Lots may also treat the combined Lots as a single Lot.

17. Mailboxes. No Lot Owner shall cause to be constructed any mailbox facility without the approval of the Declarant.

18. Fences. All fences shall be three (3) board Ocala style as constructed along the right-of-way for Rivers Edge Plantation and shall be painted white unless otherwise approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

19. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent. Signs used by a builder to advertise the property during the construction and sales period must be approved by the Architectural Control Committee prior to being displayed and may vary from the preceding

dimensions. The community identification sign shall be exempt from this provision and shall remain for the enjoyment of the Owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

20. Clotheslines. There shall not be permitted any exterior clotheslines on any Lots.

21. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

22. Livestock and Poultry. No animals, livestock or poultry of any kind or description shall be raised, bred or kept on any Residential Lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

No animals, livestock or poultry of any kind or description, except for the usual household pets, no more than 1 adult equine animal (horse, mule or burrow) or cattle or combination thereof per acre or portion of acre (i.e. 3 animals per 2.3 acres), no more than a combination of 12 chickens, ducks, geese or similar poultry, shall be kept on any Deeded Reserve Lot. Animals shall be kept for the pleasure of Deeded Reserve Lot Owners only and not for any commercial use or purposes. If in the discretion of the Declarant or the Association any animals shall exhibit dangerous propensities or become an annoyance or a nuisance to other Owners, or destructive of wildlife or property, such animals may not thereafter be kept on a Deeded Reserve Lot.

The Declarant and the Association hereby reserves the right to amend and modify the number and type of animals, livestock or poultry that is permitted on any Residential Lot or Deeded

Reserve Lot. The Declarant and the Association hereby reserves the right to require that all pets be leashed or otherwise restrained at all times.

Should any animals, livestock or poultry of any Owner be taken into a Common Area (other than the Passive Use Area), right-of-way or easement, that Owner shall be responsible for the proper disposal of any and all animal droppings in a timely fashion and manner. Owners shall be responsible for the proper disposal of animal droppings and shall remove from any Residential Lot or Deeded Reserve Lot any excess so as to not be a nuisance to any other Owner. A removal of droppings to the Passive Use Area is not a proper disposition.

23. Exterior Appearance and Maintenance. Every structure and Lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lots shall be maintained in a neat manner. Natural areas on Residential Lots and Deeded Reserve Lots may remain in a natural state. Structures shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

24. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

25. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

26. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. No tree over 12" in diameter other than pine trees shall be removed from any Residential Lot or Deeded Reserve Lot without the prior written consent of the Declarant or Architectural Control Committee, except as otherwise provided in this paragraph. All disturbed areas on any Residential Lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each Lot Owner whose Lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each Lot Owner to seed or sod and maintain the area between the property line of his Lot and the street. It is the responsibility of each Lot Owner to prevent erosion on all areas of his Lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

The first 100 feet from any right-of-way, measured perpendicular from the right-of-way, shall be maintained by the Deeded Reserve Lot owner in a natural or grassed condition. Feed and watering troughs on Deeded Reserve Lots shall be prohibited within this 100 foot area.

27. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any Lots in the subdivision, Declarant shall have