

PREPARED BY AND RETURN TO:  
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Dunedin, FL 34698

**RIVER COUNTRY ESTATES OWNERS' ASSOCIATION, INC.**

**AFFIDAVIT OF SCRIVENER'S ERROR**

STATE OF FLORIDA        )  
COUNTY OF PINELLAS    )

BEFORE ME, the undersigned authority, personally appeared TIFFANY A. GRANT, who being first duly sworn deposes and says of her own personal knowledge:

1. That I am an agent/representative of River Country Estates Owners' Association, Inc.

2. That I have full personal knowledge of all of the facts as stated herein.

3. That on July 13, 2021, a Notice of Revitalization of Restrictions and attached Restated River Country Estates Restrictions was recorded in O.R. Book 4025, Page 1755 et seq., of the Public Records of Hernando County, Florida.

4. That the referenced Restated Restrictions contained a scrivener's error located in Section 2, Animal Control, Paragraph A, Animal Restrictions and Control, Subsection 1, Animals Permitted, which erroneously reads "... Animals kept, bred or maintained for commercial purposes are permitted."

5. All prior versions of the Restrictions contained the word "prohibited" not "permitted" so that the correct sentence should read "... Animals kept, bred or maintained for commercial purposes are prohibited", and shall thereby be amended as shown on the attached Restated Restrictions.

6. That the referenced Restated Restrictions contained a scrivener's error located in Section 7, Vehicles, Paragraph A, Restrictions and Controls, Subsection 3, Parking of Boats, Trailers, Recreational Vehicles and Others, which erroneously reads "... and all other devices for use on land, water or air shall be parked or stored begin the rear building line; ...".

7. That the correct sentence should read "... and all other devices for use on land, water or air shall be parked or stored behind the rear building line; ...", and shall thereby be amended as shown on the attached Restated Restrictions.

FURTHER AFFIANT SAYETH NAUGHT.

Two Witnesses as to Affiant:

RIVER COUNTRY ESTATES OWNERS' ASSOCIATION, INC.

Colleen Groth  
Witness Signature

Colleen Groth  
Printed Name

Deborah L. Smith  
Witness Signature

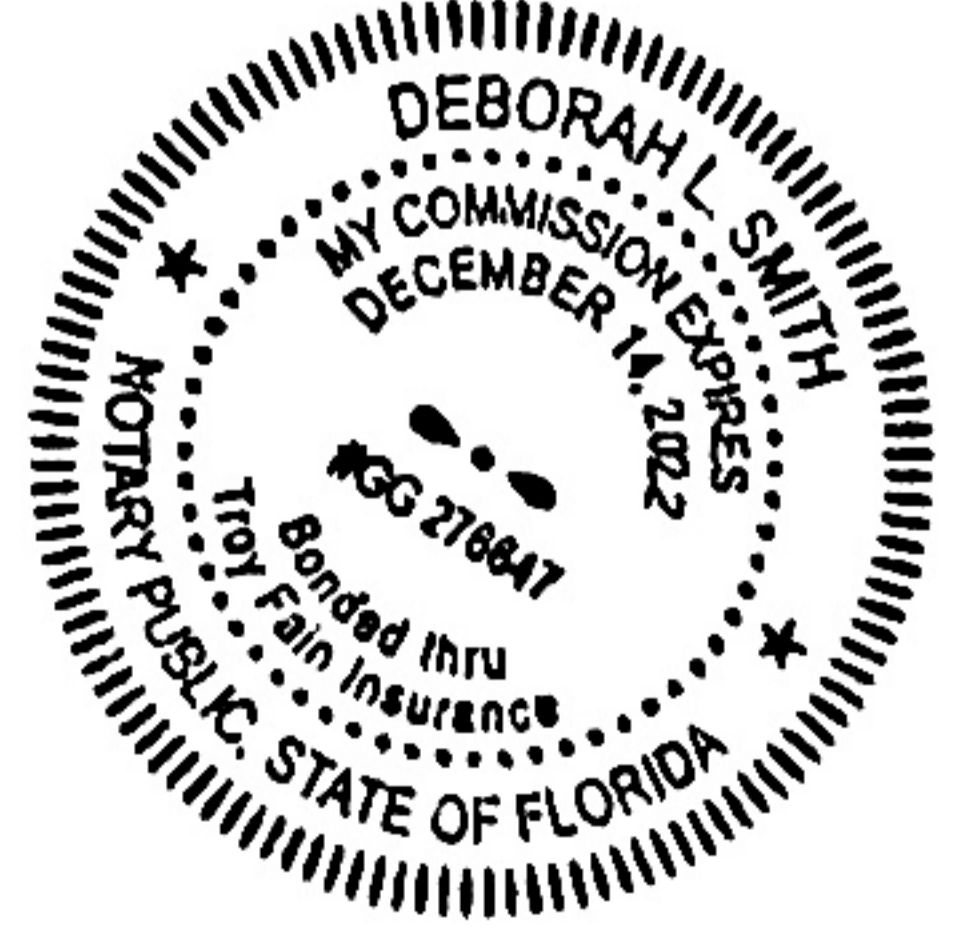
Deborah L. Smith  
Witness Printed Name

By: Tiffany A. Grant  
Tiffany A. Grant, Agent/Representative

Sworn to and Subscribed before me by means of  physical presence or  online notarization, this 9th day of February, 2022, by Tiffany A. Grant, Agent/Representative of River Country Estates Owners' Association, Inc., and who is personally known to me.

Deborah L. Smith

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



**[THIS DECLARATION IS A RESTATEMENT OF THE ORIGINAL DECLARATION AND INCLUDES ALL AMENDMENTS RECORDED THROUGH JULY 6, 2009]**

**RIVER COUNTRY ESTATES**  
**DEED RESTRICTIONS**

**SECTION 1**  
**GENERAL PROVISIONS**

**A. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

These modifications and clarifications to the Declaration of Deed Restrictions are effective as of October 1, 1998, for all lots in River Country Estates subdivision, as platted in Plat Book 17, Page 1-7 of the Public Records of Hernando County, Florida.

These modifications and clarifications were made in conformity with an pursuant to a vote of the Board of Directors as provided in Section 1, paragraph D of the Modifications and Clarifications (which became effective as of Declaration 31, 2007 as recorded on October 24, 2007 in Official Records Book 2502, Pages 1311-1318 and the Modifications and Clarifications which became effective on March 1, 1999 as recorded on February 19, 1999 in a document entitled "Amendment to River Country Estates Owners Association Inc. Declaration of Deed Restrictions", and are recorded in Official Records Book 1249, Pages 1299 through 1302 of the Public Records of Hernando County, Florida and Modifications and Clarifications (which became effective as of October 1 1998 and recorded on September 9, 1998 in Official Records Book 1217, Pages 183 through 203, of the Public Records of Hernando County, Florida) to the Declaration of Deed Restrictions, which became effective as of January 1, 1997 for River Country Estates as recorded on December 30, 1996 in Official Records Book 1102, Pages 432 through 451, of the Public Records of Hernando County, Florida.

All provisions in this Declaration are to be considered the minimum requirements in the areas addressed. Where the Florida State Statutes, the Hernando County Code of Ordinances or the Hernando County Zoning Regulations address a subject in this Declaration, the more restrictive requirements shall prevail. Interpretation of these restrictions is the responsibility of the Board.

**B. DEFINITIONS (Terms defined as used in this Document)**

*Address* – The number and street name currently assigned to a lot according to the Hernando County "Street and Road Naming and Addressing Ordinance."

*Application for Architectural Review* – The packet containing the application and instructions, available from he DRAC for any architectural improvement, which shall be completed and returned to the DRAC with plans and other attachments as requested in the instructions.

*Architectural Review* – A function of the DRAC, with the authority to review, approve or recommend disapproval to the Board of an erection, placement or design of dwellings, structures, pools, fences, exterior alterations and additions on any lot within River Country Estates, in accordance with the provisions set forth in these Deed Restrictions and guidance provided by the Board.

*Association (or RCEOA)* – The term Association, or abbreviation RCEOA, refers to River Country Estates Owners Association, Inc., a Florida not for profit corporation, its successors and assigns, with a mailing address of 5200 Sandra Drive, Weeki Wachee, Florida 34607, and physical offices at any location as it shall deem fit.

**Board** – The RCEOA Board of Directors

**Common Area** – All real property owned or leased by the River County Estates Owners Association, Inc. for the common use of all owners which includes, but is not limited to, the lake and surrounding park, mailbox shelters and entrance island.

**Computation of Time** – The time within which an act is to be done shall be computed by excluding the first and including the last day; if the last day is a Sunday or a legal holiday, that day shall be excluded.

**Deed Restriction Advisory Committee (or DRAC)** – A Committee of at least three (3) River Country Estates property owners duly appointed by the Board to administer the Deed Restrictions of the subdivision.

**Deed Restrictions** – An agreement between each and every owner(s), the River Country Estates Owners Association and to each other, which shall impose restraints or conditions upon the property located in River Country Estates, and shall include all amendments and modifications thereto as recorded in the Official Records of Hernando County, Florida. Said Deed Restrictions shall run with the land subject to variances, modifications, amendments, expiration and replacement and are imposed upon and intended to benefit every parcel of land in said subdivision. The intent of this Declaration is to assure in perpetuity the protection of property values and to preserve the character of the subdivision.

**Easement** – A right of passage across a specified property allowing for access, inspection, placement of utilities, drainage, and other purposes or any combination of these uses.

**Fence** – A structure of any material serving as an enclosure, barrier or boundary. Usually made of, but not limited to, posts, boards, wire, rails, masonry pedestals, trellises, plants or any combination of these over ten (10) feet in length.

**Front Setback** – The area between the front property line and the foremost part of the dwelling as defined by the survey plan.

**Garbage** – Includes organic waste (primary food in origin), packaging material and cleanings from pet boxes, cages, containers or pens.

**Junk** – Includes discarded hardware items or construction materials, furniture, packing cases or any refuse materials not covered by definitions for garbage or trash included elsewhere in this section.

**Lot** – Any division of land as indicated by a lot number on the recorded subdivision map as filed with Hernando County, Florida, including residential and commercial lots, but excluding common areas.

**Nuisance** – Any condition or activity, including those defined in Section 2 “Annual Control” that either detracts from the appearance and value of River Country Estates properties or offends the sight, hearing, smell, feel or taste of one or more owners. It shall be defined as such only by a majority vote of the Board, due to its subjective nature.

**Owner** – Includes any individual or entity holding title to property covered by this document. Restrictions under this Declaration when applied to owners shall be deemed to include occupants, guests and others claiming under the owner.

**Rear Setback** – The area between the rear property boundary line as defined by the survey plan and the closest part of the dwelling including a pool and/or screen enclosure or any other structural attachment.

***Right-of-way*** – The area adjoining a paved street and an owner’s property. This area is owned by the State of Florida or Hernando County.

***River Country Estates*** – All real property located in River Country Estates according to the plat thereof recorded in Plat Book 17, Page 1-7 of the Public Records of Hernando County, Florida.

***Shall, May*** – The word “shall” is mandatory; “may” is permissive.

***Side Setback*** – The area between the side property boundary line and the closest part of the dwelling as defined by the survey plan.

***Structures*** –

1. **Decorative and Recreational Structures**  
Structures of a temporary or permanent nature that area designed to be used for decorative or recreational purposes, such as, but not limited to, swing sets, in-ground swimming pools, jungle gyms, gazebos, trampolines, bird baths, bird feeders, bird houses, driveway pedestals, sun dials, flag poles and light poles, and basketball backstops. Screen enclosures are not included as decorative or recreational structures for the intent of this definition.
2. **Detached Structure**  
Any construction that is not physically connected to the dwelling by full height walls (walls that run to the bearing elevation of the roof on all sides).
3. **Storage and Utility Buildings.**  
Structures of a temporary or permanent nature used for storage or utility purposes, such as a barn, shed, shack, tent, carport, screen enclosure, greenhouse, well house, cabana and dog house.

***Subdivision*** – River Country Estates

***Survey Plan*** – A plot of a lot, verifying all dimensions, elevations, rights of way and easements as certified by a license surveyor.

***Swale*** – The depressed area on every right-of-way and intersecting driveway, designed for the purpose of water run-off.

***Trash*** – Includes all waste materials of a non-odorous nature, including grass clippings, leaves, logs, garden trimmings and other disposable refuse.

***Variance*** – An authorization to deviate from a deed restriction for a specific lot for a specific act(s) when, due to special conditions, a literal enforcement of the deed restriction would result in unnecessary or undue hardship, or approval would be beneficial to River Country Estates. Granting a variance to any property shall have no affect on any other property, nor shall it set any precedent or constitute a waiver of the right to enforce these Deed Restrictions.

***Vehicles*** –

1. **Abandoned Vehicles:**  
A vehicle which has been left on an undeveloped lot or right of way for forty-eight (48) hours or more.

2. **Commercial Vehicles:**  
Any vehicle that either displays advertising, is over ½ ton in capacity and/or has a commercial registration tag, or displays commercial type equipment such as, but not limited to, ladders, tool boxes, pipes, equipment carriers other than luggage or tire racks, towing equipment other than normal ball or square type hitches. Equipment for carrying handicap apparatus for one's own personal use is exempt.
  
3. **Inoperable Motor Vehicle:**  
A motor vehicle is deemed inoperable if any one (1) of the following conditions is present:
  - a. There is no current registration tag displayed on the vehicle.
  - b. The vehicles does not have all the wheels and tires installed.
  - c. The vehicles is raised off the ground.
  - d. The vehicle cannot be started and moved under its own power for at least one hundred (100) feet.

**Waste** – Includes garbage, junk or trash, each separately defined herein.

**Wing Wall** – A projection or extension of a wall of a dwelling.

**Written or In Writing** – The term “written” or “in writing” means any communication other than oral.

#### **C. SEVERABILITY**

It is hereby declared to be the intention of the owners that the sections, paragraphs, sentences, clauses and phrases of these Deed Restrictions are severable; and, if any portion of these Deed Restriction shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not effect any of the remaining portions of these Deed Restrictions. No waiver of a provision, nor lack of enforcement of any provisions of these deed restrictions, shall operate as a waiver of the River Country Estates Owners Association, Inc.'s rights associated with these deed restrictions.

#### **D. MODIFICATIONS AND CLARIFICATIONS**

The RCEOA, its successors and assigns, reserves the right to make reasonable modifications and clarifications to any and all restrictions set forth herein and to correct scriveners' errors as detected and issue changes accordingly.

#### **E. DURATION**

These Deed Restrictions shall run with the land and shall be binding upon all lot owners and all parties claiming under them until the first (1<sup>st</sup>) day of January, 2017. These Deed Restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a prior affirmative vote of a majority of the owners, it is agreed to change these Deed Restrictions in whole or in part. Any such changes shall not take effect until the first (1<sup>st</sup>) day of January 2017.

#### **F. ASSIGNMENT**

River Country Associates, Ltd. hereinafter referred to as the “developer”, assigned and transferred to the “River County Estates Owners Association, Inc.” and its successors and assigns, all of the developer's rights and privileges under the Restrictions, including but not limited to, the right to appoint committees subject to terms and conditions as outlined in the “Assignment of Authority Under Declaration of Deed

Restrictions". This assignment was recorded on February 25, 1988, in Official Records Book 682, Pages 515 through 517 and "Corrective Assignment of Authority Under Declaration of Deed Restrictions" as recorded on November 13, 1991, in Official Records Book 841, Page 427 through 429 of the Public Records of Hernando County, Florida.

**SECTION 2  
ANIMAL CONTROL**

**A. ANIMAL RESTRICTIONS AND CONTROL**

**1. Animals Permitted**

No animals other than those commonly kept as household pets in the house are permitted. Animals kept, bred or maintained for commercial purposes are prohibited.

**2. Restraint Measures**

All animals shall be kept under leash restraint when not on the owner's property.

**3. Nuisance**

It is the responsibility of the owner to keep any animal from creating a nuisance. The term "nuisance" may include allowing an animal to:

1. Molest pedestrians or attack vehicles.
2. Attack other animals.
3. Trespass on others' property.
4. Be repeatedly unrestrained.
5. Damage others' property.
6. Create excessive noise.
7. Create offensive odors.

**4. Animal Waste**

The owner of an animal is responsible for the removal of any solid excreta deposited by their animal upon any property other than their own in River County Estates.

**B. NON-COMPLIANCE**

Failure to comply with any part of this section of this Declaration within seven (7) days of receipt of written notice requesting compliance, by certified mail, where no hardship or mitigating circumstances exists shall be subject to action, as defined in Section 9.

**SECTION 3  
ARCHITECTURAL CONTROLS**

**A. ARCHITECTURAL APPROVAL**

No dwelling, fence, wall or any other structure or external improvements shall be permitted, nor shall any exterior addition or alteration to any structure or dwelling be made, until the plans and specifications showing the location on the survey plan, dimensions, elevations and materials have been submitted with the RCEOA Application for Architectural Review and approved in writing as to conformity and harmony of design with existing structures in the subdivision by the DRAC.

**B. ARCHITECTURAL REVIEW**

**1. Application for Review**

All applications for architectural improvements shall be submitted to the DRAC with the RCEOA Application for Architectural Review form. No application shall be accepted for review unless all attachments, as specified in the instruction sheet, are included.

**2. Application Review Standards**

The standards used by the DRAC shall be uniformly applied and conform to the harmony of design of existing dwellings and structures.

**3. Variances**

Any owner may apply for a variance using the RCEOA Application for Variance form and submitting it to the DRAC.

**C. SETBACK REQUIREMENTS**

For the purpose of this Declaration, eaves and steps shall not be considered as part of a dwelling or building, provided, however, that this shall not be construed to permit any portion of a dwelling or building on a lot to encroach upon another lot or encroachment. Criteria for commercial lots are stated in Section 4 of this Declaration.

**1. Other than Corner Lots**

On all lots, other than corner lot, no dwelling shall be permitted with a front setback distance of less than sixty-five (65) feet, a sidewalk setback distance of less than ten (10) feet and a rear setback distance of less than twenty-five (25) feet, including but not limited to pools and screen enclosures.

**2. Corner Lots**

Lots that adjoin two street shall be considered corner lots. On corner lots, no dwelling shall be permitted with a front setback distance of less than sixty-five (65) feet, a side street setback distance of less than twenty-five (25) feet, and interior side setback distance less than ten (10) feet and a rear setback distance of less than twenty-five (25) feet, including but not limited to pools and screen enclosures.

**D. STRUCTURES AND DWELLINGS**

**1. Dwelling Size and Use Restrictions**

Every lot in River Country Estates except lots one (1) through nine (9), inclusive, Block C-1, lots one (1) through ten (10), inclusive, Block C-2 and lot one (1) Block 2, shall be designated as residential lots, and no dwelling or structure shall be constructed or placed on any residential lot other than one detached single-family dwelling not to exceed 2 ½ stories in height. Usage may be more restrictive than the usage allowed by Hernando County. All residential dwellings shall be designed for the residence of a single-family, household staff and limited shore-term guests. No dwelling shall be leased or rented except in its entirety. The living area of a newly constructed dwelling (the area of the building that is completely enclosed and protected from the weather and intended as the living quarters of the home, exclusive of open or screened areas or garages) shall have a ground floor area of not less than two thousand (2,000) square feet as measured between the outside surfaces of the enclosing walls. Restrictions for commercial lots in blocks C-1 and C-2, as well as Block 2 lot one (1) are addressed in Section 4 of this Declaration.



**2. Design of Dwelling**

No trailers, factory assembled homes, log cabins or A-frame designs shall be approved. Pre-existing and conforming site built homes may be moved to a River Country Estates lot subject to RCEOA approval.

**3. Garages**

All dwellings shall have at least an attached two (2) car garage which shall accommodate two (2) standard size vehicles. Garages shall not be converted to become part of the living area of a dwelling unless concurrently therewith a two (2) car garage is added (with DRAC approval) to comply with that requirement. Carports are prohibited.

**4. Fences**

Fences may be constructed within the front setback area of a residential lot provided that no such fence shall exceed three (3) feet in height measured from the finished grade. On any corner lot the front facing street sides shall be considered front yards for the purpose of this section. All interior sides are to be considered sides, and any fence installed on a side will be parallel to the roadway with the required sixty-five (65) foot setback. Fences will not be permitted forward of the front of a neighbor's existing dwelling. Fences connecting the dwelling to the side boundary along side setback lines and along rear setback lines may be constructed to a height not to exceed six (6) feet from the finished grade. When plants and trees are used in the rear and side areas of lot as fencing it may be allowed to grow to its natural mature height. In the front setback area, masonry materials used for fencing shall be limited to pedestals. Fence, gates or plant sections may be connected to pedestals. Masonry pedestals and attached gates shall not exceed five (5) feet in height measured from the finished grade. Masonry pedestals shall not exceed 2 ½ feet in width and length. No wire, chain link or picket-style fences shall be permitted forward of the front line of the dwelling. No fences shall be erected in the front setback area with less than 75% open area in the structure. Fences in the side and rear areas shall be erected with the finished side facing the adjoining lot. Existing non-conforming conditions shall be exempt until replacement of more than 50% is required due to, but not limited to, deterioration, fire or storm, at which time the non-conforming fence, masonry pedestals and/or gates shall be made conforming. No fence shall be constructed in a manner that impedes drainage flow.

**5. Wing Walls**

Wing walls shall not encroach upon any setback requirement and shall be in harmony of design with the dwelling.

**6. Pools and Fish Ponds**

Only in-ground pools and fish ponds shall be permitted. Spas and Jacuzzis not exceeding ten (10) feet by ten (10) feet, or one hundred (100) square feet, shall be permitted above ground. All swimming pools shall be enclosed by a lockable screen enclosure or a fence of at least six (6) feet in height with a lockable gate. Swimming pools, fish ponds, spas and Jacuzzis shall be maintained in a clean, sanitary, algae-free condition, free of debris, insect larvae or vermin. Screen enclosures shall have screens intact.

**7. Detached Buildings or Structures**

No storage or utility buildings shall be detached from the dwelling. No plans for detached metal sheds, prefabricated sheds, storage sheds or barns will be approved. Decorative and recreational structures may be permitted, at an existing dwelling, subject to DRAC approval of placement.

**8. Attached Buildings**

Storage and utility buildings shall be permitted as attached additions to or part of a dwelling only if they conform to the existing exterior surface and roofing materials and connect to the existing structure by full height walls (see definition of "Detached Structure"). All new construction will not be located in such a manner that "open air" areas will divide the new construction from existing structure. This is to say that no "breezeways" shall be used as design elements to connect to the existing structure. This is to guide the

designer in creating a new structure that both adds integrity to the existing structure and will not detract from the owner form of the structure by appearing to be an "afterthought".

**E. CONSTRUCTION PERIODS**

**1. Pre-Construction**

No Lot shall be cleared of any trees, heavily bush hogged or contours altered until survey stakes are positioned and the DRAC has approved an Application for Architectural Review. Minimal bush hogging for survey purposes only may be approved.

**2. Construction**

a. No external construction, whether a new dwelling, an addition, renovation, pool, pool enclosure, fence, driveway extension or repair, installation of satellite dish, communication tower or antennae, major structural repairs, exterior repainting in a different color or alterations, shall commence until after the official RCEOA Application for Architectural Review has been approved by the DRAC. Strict adherence to the approved site and building plans as per the approved application shall be maintained. Requests for subsequent changes to any approved plan shall be submitted to the DRAC for approval.

b. No concrete shall be poured until after the DRAC Architectural Review Committee has approved and returned Architectural Review Application and concrete forms placement meets RCEOA deed restrictions on setbacks and conforms to Hernando County building codes.

**c. Allowable Construction Periods:**

(1) New dwelling construction, including pool and pool enclosure, shall be completed within one (1) year of the date of commencement of lot clearance following the approval of plans by the DRAC.

(2) Additions, renovation, pool and pool enclosure, fence, driveway extension or repair, installation of external communication equipment, major structural repairs, exterior repainting and alterations shall be completed within one hundred twenty (120) days following the approval of the plans by the DRAC.

**3. Responsibility**

The Owner shall be responsible for the conduct and actions of the contractor or sub-contractor(s) and others. This includes, but is not limited to, excessive and unnecessary noises, such as loud radios, unnecessary shouting, profanity, strewing of garbage as well as the general behavior of the workers and the following conditions.

a. Debris resulting from clearing of the lot shall be removed from the lot, the right-of-way and all streets and roads within forty-eight (48) hours.

b. The surrounding lots, rights-of-way and easements shall not be used for dumping and/or temporary storage of trash, logs or equipment of any type.

c. Every effort shall be made to protect the drainage swales on the rights-of-way and any sprinkler heads thereon. All damage must be repaired by the contractor promptly. The parking of trucks and heavy equipment shall be permitted only on the construction site during the construction period.

d. Contractors shall provide a container as described by the Hernando County "Code of Ordinances", and all waste building materials and workers' garbage shall be deposited in said container by the end of the day's work.

**4. Post Construction**

The Owner is responsible for the restoration of street or road edges after completion of the construction. All dwellings shall display a house number clearly readable from the street.

**F. DRIVEWAYS**

All dwellings shall have a paved driveway of the swale type, installed at the time of construction. Driveway design shall be maintained in harmony with the River Country Estates community. No drainage culverts shall be installed without prior approval of the DRAC.

**G. MAINTENANCE**

All dwellings, structures, driveways, fences and parts thereof shall be maintained in a condition as near to new as reasonably possible. Painting, repairs and replacements shall be made as they become necessary or when the dwelling, structure or fence is no longer in harmony with the River Country Estates Community. When repainting in a different color, an official RCEOA Application for Architectural Approval shall be submitted to the DRAC for approval.

**H. SATELLITE DISHES, COMMUNICATION TOWERS AND ANTENNAE**

Satellite dishes, communication towers and antennae may be permitted behind the front line of the dwelling subject to DRAC approval.

**I. NON-COMPLIANCE**

Failure to comply with any part of this section of this Declaration within forty-five (45) days of receipt of written notice requesting compliance, by certified mail, where no hardship or mitigating circumstances exists shall be subject to action, as defined in Section 9.

**SECTION 4  
COMMERCIAL LOTS**

**A. GENERAL**

**1. Location and Zoning**

Commercial lots include lots one (1) through nine (9), inclusive, Block C-1, lots one (1) through ten (10), inclusive, Block C-2 and lot one (1) Block 2, as recorded in Plat Book 17, Pages 1-7 of the Public Records of Hernando, Florida. All lots, with the exception of the front seventy-five (75) feet of Lot seven (7), Block C-2 are zoned C-1. That portion of lot seven (7), Block c-2 that supports the monopole sign is zoned C-2.

**2. Appearance Features**

Appearance of all structures, placement of all structures, provisions for parking, traffic flow and control of wastes must meet the approval of the RCEOA. Owners or purchasers must have the RCEOA approval, in writing, for any use of said lots.

**3. Maintenance**

Maintenance of all structures shall be as required in Section 3 paragraph G, and grounds shall be kept clear of dead limbs, vines, trash and rubbish, with plants, grass and other growing features trimmed neatly to conform to the general high standards of River Country Estates.

**B. SETBACK RESTRICTIONS**

Minimum setback restrictions are defined in Hernando County "Code of Ordinances" and/or regulations governing commercial structures.

**C. CONSTRUCTION PERIODS**

**1. Pre-Construction**

No lot shall be cleared of any trees or heavily bush hogged until all necessary documents are approved by the DRAC

**2. Construction**

No external construction whether an addition, renovation or new building shall commence until the official RCEOA application has been approved by the DRAC. All construction shall be completed within one (1) year of the date plans were approved by the DRAC. Strict adherence to the approved site and building plans as per the approved application shall be maintained. Requests for subsequent changes to any approved plan must be re-submitted to the DRAC for approval. The owner shall be responsible for the conduct and actions of the contractor or sub-contractor(s). This includes, but is not limited to, excessive and unnecessary noises, such as loud radios, unnecessary shouting, profanity, strewing of garbage as well as the general behavior of the workers and the following conditions:

- a. Debris resulting from clearing of the lot shall be removed from the lot, the right-of-way and all streets and roads within forty-eight (48) hours.
- b. The surrounding lots, rights-of-way and easements shall not be used for dumping and/or temporary storage of trash, logs or equipment of any type.
- c. Every effort shall be made to protect the drainage swales on the rights-of-way and any sprinkler heads thereon. All damage must be repaired by the contractor promptly. The parking of trucks and heavy equipment shall be permitted only on the construction site during the construction period.
- d. Contractors shall provide a container as described by the Hernando County "Code of Ordinances", and all waste building materials and workers' garbage shall be deposited in said container by the end of the day's work.
- e. No concrete shall be poured until the DRAC has been notified that the forms are set so the DRAC can verify that the placement of the forms conforms with the pre-approved plans.

**3. Post-Construction**

Failure to comply with any part of this section of this Declaration within forty-five (45) days of receipt of written notice requesting compliance, by certified mail, where no hardship or mitigating circumstances exists shall be subject to action, as defined in Section 9.

**SECTION 5  
LAND USE, LANDSCAPING AND SIGNS**

**A. LAND USE**

**1. Activities**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a nuisance.

**2. Easements**

All easements for utilities, drainage and access for other purposes shown on the plat of River Country Estates are hereby reserved as perpetual easements. Any wall, fence, paving, planting or any other improvements located in an easement area shall be removed at the request of the RCEOA, its successors or assigns or any public utility using said area, at the expense of the owner of the property.

**3. Garage Sales**

Only one garage sale per year per household shall be permitted. Garage sales shall be limited to no more three (3) consecutive days. A garage sale permit, issued by the DRAC, shall be posted each garage sale.

**4. Propane Tanks**

Any propane tank, up to 100 (lbs) pounds, shall be placed back of the front line of the house and concealed from public view. Any propane tank over 100 (lbs) pounds shall be buried underground.

**5. Clothesline**

Clotheslines shall be placed behind the rear of house; and, on corner lots, screened from street side by a fence or shrubs.

**6. Mailboxes**

Mailboxes must be uniform and of a type approved by the Association.

**B. LANDSCAPING**

**1. Requirements**

The front lawn from the house to the street must be sodded, excluding foundation planting beds and islands, within thirty (30) days after occupancy is approved. In the case of corner lots, sod must also cover the area between the side of the house and the adjacent street. All dwellings constructed after January 1, 1997 shall use St. Augustine-type sod and shall have an automatic sprinkler system installed in all sodded areas within thirty (30) days of occupancy. All lawn replacement shall use St. Augustine-type sod.

**2. Alternatives**

The RCEOA will not prohibit any property owner from implementing Xeriscape or Florida friendly landscape/grass. Any landscaping maintenance or proposal is hereby deemed an approved alternative if the maintenance or proposal is hereby deemed an approved alternative if the maintenance or proposal complies

with Hernando County's current landscape ordinance, Chapter 10, Article II, Code of Ordinances, Hernando County, Florida, or any subsequent landscape ordinance for Hernando County.

**3. Maintenance**

a. Lot owners are required to maintain the appearance of their landscaping. Lawns, beds or islands shall have no area of dead plant material visible. All landscaping shall be kept in harmony with the River County Estates community. No front lawn shall have bare areas, and shall be maintained and mowed to the street.

b. On developed lots, grass higher than 10" or weeds higher than 12" shall be considered unacceptable. If the property owner does not respond within seven (7) days of receipt of written notification, the RCEOA will have the option to have the lawn cut and the owner billed for the cost plus any other expenses incurred and deemed proper by the RCEOA

c. Trees and limbs on vacant lots determined by the DRAC to be an eyesore or hazard, will be brought to the attention of the lot owner. Should the lot owner fail to take action within seven (7) days of receipt of written notification, the RCEOA will have the option of correcting the problem and billing the owner for the expense.

**4. Burning**

Burning of waste of any type on any lot in River Country Estates shall be prohibited.

**C. SIGNS**

**1. Description**

No sign of any kind shall be displayed on any residential lot other than one (1) sign, not more than six (6) square feet in area and no more than six (6) feet from the ground line to the top of the sign or support, offering the property for sale, open house or rent. Attached "SOLD" signs are permitted throughout the sale closing period. However, all signs must be removed within seventy-two (72) hours after the final closing. Warning, security or address signs may be approved by the DRAC. All signs offering the property for sale shall state "DEED RESTRICTED". Any signs or markings indicating that a vehicle, trailer, watercraft, RV, camping trailer, or any other unit of this nature, or any miscellaneous item of any kind is for sale shall not be permitted, notwithstanding an approved garage sale permitted under Section 5.A.3.

**2. Builders or Contractors**

A sign, not more than six (6) square feet in area and no more than six (6) feet from the ground line to the top of the sign or support, advertising a builder or contractor will be permitted only until the work is completed.

**3. Placement**

All signs shall face and be parallel to the property's' legally addressed street and shall be within the owner's property line.

**D. NON-COMPLIANCE**

Failure to comply with any part of this Section of this Declaration within seven (7) days of receipt of written notice requesting compliance, by certified mail, where no hardship or mitigating circumstances exists shall be subject to action, as defined in Section 9.

**SECTION 6  
PARK REGULATIONS**

The River Country Estates Owners Association, Inc. owns certain property located within the subdivision which is currently used as a community park. Behavior in the River Country Estates Park is regulated by the active provision of the "Rules and Regulations" – River Country Estates Private Park" which have been distributed to all property owners. These regulations will be enforced by the RCEOA and, in the event of violations, appropriate action will be taken against the violator involved.

**SECTION 7  
VEHICLES**

**A. RESTRICTIONS AND CONTROLS**

**1. Storage**

No inoperable or partially disassembled vehicle is permitted on any lot in River Country Estates, except in a closed garage.

**2. Parking**

Parking of any vehicle on any lawn or undeveloped lot shall be prohibited. Exception shall be made for temporary, less than twelve (12) hours, parking of privately owned, service or maintenance vehicles on a lot. No commercial vehicle(s) shall be parked outside overnight.

**3. Parking of Boats, Trailers, Recreational Vehicles and Others**

Recreational vehicles, trailers, motor homes, boats, boat trailers and all other devices for use on land, water or air shall be parked or stored behind the rear building line; but not closer than twenty-five (25) feet to the rear property line, nor closer than ten (10) feet from the side property line, unless they are kept in a closed garage. On corner lots, shrubs or fencing shall block above-mentioned from street view. Living in any of the above is prohibited.

**4. Guest Passes**

Owners shall obtain a parking permit for their guests from the DRAC for temporary parking of recreational vehicles or motor homes on a driveway. Guest parking permits are for no more than fourteen (14) consecutive days, one permit per calendar year, unless extended by the DRAC. Permits shall be displayed to be visible from the street.

**B. NON-COMPLIANCE**

Failure to comply with any part of this section of this Declaration within seven (7) days of receipt of written notice requesting compliance, by certified mail, where no hardship or mitigating circumstances exists shall be subject to action, as defined in Section 9.

**SECTION 8  
WASTE MATERIALS**

**A. STORAGE**

**1. Waste Containers**

All waste shall be kept in sanitary, covered, animal proof containers. These containers shall be located in an appropriate place, concealed from street view.

**2. Waste Pick-Up**

Waste Containers shall be placed at the foot of the driveway no sooner than the evening before the scheduled pick up. These containers must be returned to their storage places by nightfall of the day of pick up.

**3. Storage Time**

No waste shall be stored in excess of seven (7) days.

**B. DISPOSAL**

No waste materials shall be buried, dumped, or otherwise sored on any lot in River Country Estates. No owner or occupant shall dump or store any waste material on any lot, including wooded areas of their owner property. Garbage may be collected by a licensed Hernando County contractor or delivered to a Hernando County waste disposal area. Properly constructed and maintained compost facilities may be permitted under these rules.

**C. NON-COMPLIANCE**

Failure to comply with any part of this Section of this Declaration within seven (7) days of receipt of written notice requesting compliance, by certified mail, where no hardship or mitigating circumstances exists shall be subject to action, as defined in Section 9.

**SECTION 9  
ENFORCEMENT PROCEDURES**

**A. GENERAL ENFORCEMENT INFORMATION**

These covenants may be enforced by the RCEOA or any individual lot owner through court action against any person or persons violating any of these restrictions either to request immediate compliance and/or to recover damages. In such action the prevailing party shall be entitled to an award of attorneys' fees and reasonable court costs.

**B. RCEOA ENFORCEMENT INFORMATION**

**1. Documenting Violations**

No less than two (2) members of the DRAC shall determine violations, request compliance and advise violators of possible consequences.



**2. Authority**

Authority to send written notifications of violation by certified mail ("return receipt requested"), with request for compliance, and to file legal actions shall be the sole responsibility of the Board of Directors.

**3. Procedures for Actions**

a. Violations not brought into compliance, when no evidence of hardship or mitigating circumstances is provided to the RCEOA, may be enforced through Court action which will include requests for Summary Judgment and Attorney's fees and costs. Failure to comply with said Summary Judgment may subject the owner to a contempt of court claim, court-levied fines, and request for reimbursement of Attorney's fees and costs.

b. If contracted services are deemed necessary, the Board may authorize service and issue a bill to the owner by certified mail ("return receipt requested"), due within thirty (30) days of receipt. Failure to satisfy this bill, where no hardship or mitigating circumstances exist, may result in the RCEOA using all legal actions available for collection of reimbursement of contracted services, for the interest currently allowable by law, Attorney's fees and costs and/or request for judgment for action.

**A. AMENDMENTS**

This Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association. All properly adopted amendments shall be recorded in the public records of Hernando County.

**END OF RESTATED DECLARATION**