

ARTICLE XIII

PROHIBITED ACTIVITIES

Section 1. GENERAL. Nothing shall be done on or in any Lot or Residential Unit which may be or may become an annoyance to the Association or to any of its Members, or to the Master Association or to any of its members, or to the Owners and residents of River Bridge. In the event of any question as to what may be or may become an annoyance, such question shall be submitted to the Board of the Association for a decision in writing. The Board of Governors shall have the right to review the Board's decision.

Section 2. COMMERCIAL ACTIVITIES. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto as are more particularly defined in the Residential Use Guidelines for River Bridge, or as may be permitted under the P.U.D. Agreement.

Section 3. MOTOR BOATS AND SWIMMING. All motor boats and other motor powered vehicles shall be expressly prohibited for use in the waterways at River Bridge, excepting at the time necessary for maintenance.

Section 4. SWIMMING. THERE IS ABSOLUTELY NO SWIMMING ALLOWED IN THE WATERWAYS.

Section 5. CLOTHES DRYING AREAS. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless totally camouflaged from public view.

Section 6. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE, ETC. No sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made which results in any permanent change in the flow or drainage of surface water of or within River Bridge, without the prior written consent of the Board, and the South Florida Water Management District.

Section 7. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 8. ANTENNAE AND AERIALS. Except as may be permitted by the Board, no antennae, aerials or cable reception equipment shall be placed or erected upon the Property or affixed in any manner to the exterior of any building.

Section 9. LITTER. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed

containers, dumpsters or other garbage collection facilities deemed suitable by the Board for curb side pickup as required, but no sooner than 12 hours before the scheduled pickup. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

Section 10. SUBDIVISION AND PARTITION. The Lots shall not be subdivided further than as provided in this Declaration or in any plat of the Property.

Section 11. TEMPORARY BUILDINGS, ETC. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Property except in connection with construction, permitted under this Declaration or with the prior written consent of the Board.

Section 12. BOATS, MOTOR VEHICLES, TRAILERS, ETC. No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, except in connection with construction activities permitted under this Declaration, not including four-wheel passenger automobiles, shall be parked or stored on the Property except within a Residential Unit or designated parking areas, unless for temporary periods when lawful and permitted work is being conducted on the property, (e.g., deliveries or repairs to a Residential Unit) but in no event overnight, and except for such four-wheel noncommercial vehicles that the Association shall specifically approve in writing prior to their being placed, parked or stored on the Property. No maintenance or repair work shall be performed on or upon any of the above named vehicles, except within a Residential Unit and totally isolated from public view. In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section, and, in addition, the right to tow away, or cause to be towed away, any boat, motor vehicle, trailer, etc., placed, parked or stored within the Property in violation of this Section. The amount of the fines and procedures for towing shall be established by the Board in its sole discretion. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member and shall become a lien upon his Lot or Residential Unit and shall become effective, and shall be enforced and collected, in the manner provided in Articles VII relating to the maintenance of the Property.

Section 13. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit except with prior written consent of the Board.

Section 14. ANIMALS AND PETS. Only common household pets may be kept upon any Lot or Residential Unit, but in no event for the

purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. Each pet owner MUST pick up their animal waste immediately and dispose of it in an appropriate waste receptacle.

Section 15. BARBECUES. Residents and their guests shall be permitted to locate and use moveable barbecues upon their respective Lots, provided they are located and used to the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time to time by the Board, and shall be subject to any city, State or County requirements.

Section 16. AUTOMOBILE STORAGE AREAS. No automobile garage shall be enclosed or converted to another use.

Section 17. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property not owned by the Member.

Section 18. SIDE YARDS. No fences, walls, or other permanent/fixed structures are permitted within the side yard area of each Lot, and no more than one air conditioner unit is permitted between two Residential Unit buildings.

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give to the Association and/or any aggrieved Members jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants, and/or to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the Member who is the subject of the litigation, or by the Association provided such proceeding results in a finding that such party was in violation of this Declaration or a part thereof. Expenses of litigation shall include, but not be limited to, reasonable attorney's fees incurred by the party or parties in seeking such enforcement.

The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee,