

Village at Riverwalk Inc.

Rules and Regulations – July 1, 2018

The purpose of these Rules and Regulations is to promote the comfort, welfare, and safety of the leaseholders and homeowners of Village at Riverwalk (hereinafter called "Riverwalk") and to improve and maintain the appearance and reputation of Riverwalk.

These rules have been established by the Board of Village at Riverwalk Inc. (hereinafter called the "Corporation") owner of Riverwalk and may be changed from time to time to achieve this and other purposes.

I. Definitions:

1. Corporation- "Corporation" means Village at Riverwalk, Inc., the owner of Riverwalk and landlord to both leaseholders and homeowners.
2. Leaseholder- "Leaseholder" shall be the person or persons owning a residence and membership certificate issued by the Corporation pursuant to the Articles of Incorporation and Bylaws, also referred to as "Member" or "Shareholder".
3. Lot – "Lot" shall mean a lot described by a park owner pursuant to the requirements of 723.012, Florida Statute, or in a disclosure statement pursuant to 723.013, Florida Statute as a lot intended for the placement of a mobile home.
4. Homeowner- "Homeowner" shall be the person or persons owning a residence in Riverwalk who is not a leaseholder.
5. Resident – Any Leaseholder, Homeowner or anyone renting the home from the owner.
6. Riverwalk- "Village" shall mean Village at Riverwalk.
7. Board- "Board" shall mean the Board of Directors of the Corporation.
8. Unit – "Unit" shall mean the parcel around and under your residence, as shown in the plot plan for the Village at Riverwalk.

II. Rules and Regulations:

A. HOME SITES AND RESIDENCES

1. All homes, accessory buildings and structures installed in Riverwalk shall meet the minimum design standards and specifications established by the Corporation for this purpose.

No alterations or modifications shall be made by the resident upon the premises (including residence) without first obtaining the written consent of the Corporation.

2. Homes and lots/units shall be maintained by residents in full compliance with applicable state and local government codes as well as the management policies of the Corporation. The maintenance and cleanliness of all homes and lots/units are of prime importance, for which the residents shall be responsible. The Board reserves the right to keep residents and their invitees or guests from creating a nuisance and may seek a judicial order for damages for the costs of alleviating such nuisances on his or her lot/unit together with Attorney's fees in accordance with 723.068 Florida Statute.

3. Grass cutting is provided by the Corporation. All home sites and residences shall otherwise be maintained by the residents in accordance with these Rules and Regulations.

4. The use of each lot/unit is subject to the following utility easements: front-ten (10) feet, side and rear-five (5) feet. Such easements and all street rights-of-way are reserved for the installation and maintenance of underground utilities.

5. Trees, shrubs, plants, statues or other decorative items shall not be installed on a lot/unit nor shall any construction be commenced without the prior specific written authorization of the Board. Artificial or plastic plants are not an approved decorative item. Failure to obtain prior written authorization may result in the resident having to remove, at the sole discretion of the Board, the subject landscaping or decorative item, the expense of which, including any damage, will be the responsibility of the resident.

6. Leaseholders/Homeowners shall be responsible for the landscaping, trees, plants and shrubs on the lot/unit and shall be liable for any damage caused thereby. However, to the extent that monthly maintenance expense includes mowing services, Leaseholders/Homeowners shall be relieved of such obligation. No tree shall be removed from the lot/unit without the approval of the Board of Directors. Any tree removed must be replaced at the residents cost. Tree trimming should follow the guidelines of the Sarasota County tree ordinance. Topping, hat-racking, heading and rounding-over trees is not allowed. Any fees or assessments directly related to tree ordinances will be the sole responsibility of the Leaseholder/Homeowner. The Board may require removal of a condition endangering person or property at the resident's expense if on their lot/unit. The Corporation shall be responsible for the landscaping, trees, plants and shrubs that are not part of a lot/unit, this includes the tree trimming over the roadway. The Corporation will also be responsible for removing any diseased trees that can infect other trees. However, it is the resident's responsibility to replace the tree with an approved tree, at their expense.

7. All Leaseholders/Homeowners are responsible for managing all storm water runoff from their lot/unit. This includes keeping all drains cleared of any over growth. Leaseholders and Homeowners must have storm water discharged from their lot/unit to a pond, storm reservoir underground drain or a drainage channel. At no time shall storm water runoff/downspouts be pointed at your neighbor's lot/unit. All drainage work must be approved in writing by the Board of

Directors.

8. Fencing of individual lot/units is not permitted. Decorative fences and/or wooden posts are permitted only with the prior specific written authorization of the Board.

9. Painting or staining of driveways and walkways is not permitted without the prior specific written authorization of the Board. The Board reserves the right to limit, and otherwise choose, the color and type of paint/stain to be applied.

10. Any residence offered for sale, must be registered with the Village Office prior to a sign being displayed and must review procedures with the Office Manager.

11. Signs shall not be displayed or attached on a lot/unit or in a home, except as follows: One (1) "For Sale" or "For Rent" sign may be displayed in a planter or shrubbery bed of the residence and shall not exceed eighteen (18) inches by twenty-four (24) inches. In addition, a sign displaying the resident's name and/or street number may be installed in a suitable location on each residence, provided the sign is displayed with letters not exceeding three (3) inches in height, and provided it has been specifically approved by the Office Manager. Special event signs such as Garage Sale and Open House, may be placed in the same manner or on the lawn. These signs must be removed within 24 hours of the completion of the event. Signs for pancake breakfast tickets may be displayed. You may only place signage on your lot/unit. Homemade signs are not allowed. All signs not in compliance will be removed.

12. A security light must be on at each residence from dusk to dawn. Lights and lamp posts installed in the Village shall be maintained by Leaseholders/Homeowners and are limited to the type and style approved by the Board of Directors.

13. Mailboxes (under normal wear and tear) will be maintained by the Corporation. Any damage done by a Leaseholders/Homeowners to mailboxes will be the responsibility of such Leaseholder/Homeowner for the repair costs. No decorations are allowed on mailboxes or posts except for holiday trims from Thanksgiving to January 2.

14. Antennas that are specifically intended for the reception of television signals may be installed if they meet the requirements set forth in the FCC rule (47 C.F.R).

15. Garbage, trash and rubbish shall be placed in refuse cans using disposal liners or plastic bags designed for containing such garbage, trash or rubbish. Refuse cans shall be kept within the garbage-hide or utility room except on days of garbage/trash collection, at which time refuse cans or plastic bags shall be placed by the edge of the roadway for pickup. Residents shall comply with any waste collection requirements and/or schedules of the service provider.

16. Laundry, towels, clothes and similar items are not permitted to be hung outside a residence without obtaining the prior written consent of the Board.

17. When residents are away, they shall arrange for maintenance of their landscaping. They shall notify the management in writing the name and contact information of the responsible person.

18. Residents are permitted no more than two (2) Garage Sales or Yard Sales per calendar year. There will be no community wide sales. All sales must be registered with the office at least ten (10) days before the event. Individual sales may not be held on the day of community events. Each sale is limited to two (2) days in length. Residents are responsible for traffic and parking control for their event. All advertising for sales must conform to the sign regulations that are in place for the Village at Riverwalk. Bringing items from outside the Village to sell is not permitted. Estate sales are exempted from these regulations.

19. Drones are not allowed in the Village limits.

20. Maintenance of Homes- Riverwalk residents must maintain, repair, and/or replace any damage to the home and attachments, upon failure or refusal to do so, the Board reserves the right to make necessary maintenance, repair or replacement. The expense incurred by the Board shall be deemed to be additional rent under the lease for Homeowners and for Leaseholders handled by the Corporation pursuant to the terms of the cooperative documents.

B. HOMEOWNER REQUIRED IMPROVEMENTS

As a condition of their occupancy within Riverwalk, homeowners must install, maintain, repair and/or replace the following required improvements, which must comply with the following minimum requirements or such additional or different requirements as the Board may hereafter impose by an amendment.

1. Minimum twenty-four (24) foot wide home.
2. Lap siding on home.
3. Concrete driveway (Board approval required prior to commencement of construction).
4. Carport or enclosed garage at least large enough for one (1) vehicle to be parked completely within.
5. Outdoor utility room with lap siding matching home color.
6. Shingle roof on home.
7. Shutters.
8. Fully landscaped lot/unit (Board approval required prior to installation).
9. Tie-downs (anchors) to follow County and State and/or Federal building codes, rules, regulations and/or standards.
10. Underpinning (skirting) on home to be brick or decorator block (Board

approval required prior to installation); no aluminum or vinyl skirting is allowed.

11. All construction must meet applicable Sarasota County, State and/or Federal building code, rules, regulations and/or standards, and be performed by licensed contractors and subcontractors approved by the Board and Sarasota County building inspectors during construction.

12. All construction plans must be filed with and approved by the Board prior to the commencement of any construction or installation of any building, structure or other improvement to the lot/unit.

13. The homeowner shall procure and keep in full force and effect during the occupancy within Riverwalk, casualty insurance coverage providing replacement value for the improvements, which policy shall provide that the insurer shall provide permanent improvements and installations to replace any substantially damaged or destroyed home, other structure, building, improvement or portion thereof in the event of a casualty loss in manner consistent with the foregoing and with Riverwalk's Rules and Regulations.

C. RESIDENTS & GUESTS

1. Residents are expected to obey all federal, state and local laws and ordinances, and these rules and regulations.

2. Occupancy of a home shall not be permitted unless at least one person in such home shall be fifty-five (55) years of age or older; provided, however, all other occupants of the home must be at least forty-five (45) years of age. If all occupants of a home who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the home, then the Board reserves the right to terminate the occupancy of the home by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of homes in Riverwalk being occupied by at least one person fifty-five (55) years of age or older. Persons under the age of forty-five (45) years may be guests for visits not exceeding thirty (30) days within one (1) calendar year except as specifically authorized in writing by the Board. Riverwalk is intended to be a retirement community, therefore if a resident gives birth, adopts or otherwise gains custody of a person under the age of forty-five (45) years, such resident shall be required to move from Riverwalk within six (6) months of such birth, adoption or custody unless an exception is granted by the Board.

3. Residents shall pay applicable maintenance fee amounts, rents, and/or other applicable fees or charges in accordance with the terms and conditions stipulated in the applicable governing documents. Rent and/or maintenance fees are payable in advance on the first day of each month and shall be prorated for the partial month of the term specified. All other fees and charges are due in accordance with the schedule contained in the notice from the Board. Maintenance fees and/or rent will be considered delinquent after the tenth of the month. Delinquent fees are subject to a late charge of twenty-five dollars (\$25.00) or five per cent (5%) for each such delinquent payment, whichever is greater.

4. A resident may not sublet his or her home or any part of the lot/unit without the prior written approval of the Board. No subletting will be allowed for a period of less than one month. The Board reserves the right to impose upon the resident and/or his tenant restrictions and limitations upon the subletting as the Board may determine.

5. Prospective residents must first be approved in writing by the Board of Directors based upon: (a) a credit check and (b) background check of all persons planning to occupy a residence (c) application for residency. No resident shall sell or rent a home to prospective residents until such written approval has been obtained.

6. Residents must register all guests staying longer than one (1) week with the Village Office and are responsible for the conduct of their guests. Guests may occupy a home in the resident's absence with written consent of the resident provided to the Village Office and provided they are at least 55 years of age.

7. Residents may be assessed additional fees for each guest visiting longer than a thirty (30) day period in one (1) calendar year. No guest shall be permitted to visit for a period of more than thirty (30) days in one calendar year without prior written approval of the Board.

8. All residents and guests are expected to conduct themselves in a dignified and neighborly manner. The volume of all radios, televisions and sound equipment shall be controlled to not create a disturbance. Conduct or noise deemed by the Board to be objectionable or a nuisance to other residents or which constitutes a breach of the peace is prohibited.

9. Commercial vendors, peddlers or soliciting agents (including the representatives of non-profit organizations) are not permitted within Riverwalk without specific written authorization by the Board. All residents are urged to notify the Village Office of any violations via an Avoid Verbal Order Form. This rule does not apply to, abridge or impair in any manner the rights of the residents to canvas and solicit as allowed pursuant to Florida Statutes Section 719.109 for Leaseholders and Section 723.054 for Homeowners.

10. Residents are required to give the Board thirty (30) days written notice of their intention to vacate their premises together with the proper forwarding address. Residents planning to be absent from Riverwalk for more than 30 days are required to fill out a Park Departure Form with a proper forwarding address and telephone number and turn same into the Village Office.

11. Any damage to common facilities or equipment by residents or their guests shall be the sole financial responsibility of the Leaseholder or Homeowner.

D. VEHICLES

1. Residents and guests shall observe the fifteen (15) mile per hour speed limit within Riverwalk.

2. The operation of vehicles other than passenger automobiles or golf carts within Riverwalk is not permitted without the specific written authorization of the Board. The operation of all motorcycles is strictly limited to transportation from the residence in Riverwalk to locations outside of Riverwalk and vice versa. Motorcycles, ATV's and other recreational vehicles shall not be ridden around the Community for purposes of amusement.

3. All vehicles in the community must have current registrations. No unlicensed or inoperative vehicle shall be kept within the Village at Riverwalk. If the owner fails to remove such vehicle, after 72 hours' notice from management, it shall be removed at the Leaseholder/Homeowner's expense.

4. Recreational vehicles (including motor homes, travel trailers, campers, etc.) commercial vehicles, trucks, boats, boat trailers, utility trailers, and similar vehicles may not be parked or stored in driveways, carports, streets, parking areas, except as authorized by Board, for a period not to exceed forty-eight (48) hours. This is for loading or unloading. Under no circumstances are such vehicles to be parked or stored on any occupied or unoccupied home lot/unit. Such vehicles shall be stored only in areas designated by the Board. This restriction is not designed to prohibit small passenger trucks that will fit and are kept under the carport of a home and which are used as personal (as opposed to commercial or business) transportation by the resident. Vehicles stored in designated areas are required to carry proper insurance and have current registration.

5. Living inside recreational vehicles is not permitted within Riverwalk.

6. Vehicles are not permitted to be parked in driveways and carports belonging to other residents without the specific permission of those other residents. No parking on the grass. Guest vehicles may be parked in the clubhouse parking area if residential accommodations are inadequate for this purpose. No overnight parking in the streets of Riverwalk is permitted. Vehicles marked "For Sale" may be parked on the driveway or under the car port of the Leaseholder or Homeowner.

7. Golf carts may be owned and operated by residents within Riverwalk subject to the regulations established by the Board for this purpose and compliance with all applicable State and local laws and ordinances. Proof of liability insurance is required for golf carts and is to be registered at the Village Office annually. Golf cart drivers under the age of 16 are to be accompanied by a responsible adult.

8. Major repairs shall not be made to vehicles in driveways, carports or roadways. Such prohibited repairs include, but are not limited to, repairs to engines, power trains, drives shafts, transmissions, brakes, and body work and painting.

E. PETS

The Village at Riverwalk is a pet community with rules as follows:

1. The word Pet is to be construed as domesticated cats and/or dogs.
 - a. A maximum of two (2) pets per residence. (Weighing less than 50 lbs. each)
 - b. The breeding of pets is strictly prohibited.
 - c. Tropical fish and caged birds kept inside a residence.
 - d. No exotic or invasive species are permitted.
2. Dogs must always be kept on a hand-held leash when outside the residence.
3. Pet owners shall utilize sanitary devices to pick up all pet waste. Residents are to make an effort to have their pet defecate on their own unit/lawn.
4. Pets are not permitted in the Clubhouse/Recreational Complex area.
5. Pets which become noisy, vicious and destructive or which cause disturbances or constitute a nuisance shall not be permitted to remain in Riverwalk.
6. A pet that injures any other pet or resident of Riverwalk, upon investigation by the Board, may be asked to remove the pet from the premises immediately.
7. Upon the demise of a pet, it shall not be buried within Riverwalk, but shall be disposed of by the resident as required or recommended by the Sarasota County Health Department.
8. The Village at Riverwalk reserves the right to deny residency to any animal deemed aggressive by recognized canine organizations.
9. State laws, as they apply prohibit feeding wild animals.

F. RECREATIONAL FACILITIES

1. Recreational facilities and equipment are for the use and enjoyment of Riverwalk residents and guests. Only Riverwalk residents and their guests are permitted to attend the regularly occurring functions and events such as crafts, card games, dances etc. In the utilization of these facilities, it is expected that residents and guests will exercise good judgment and due care, showing respect and consideration for the needs of others entitled to use these facilities and equipment.
2. Scheduling of the clubhouse facilities is done by the office staff for the Village. The Board of Directors shall make the final decision in any scheduling dispute. One private party per resident per calendar year is allowed.
3. Clubhouse attire may be either formal or casual, depending on the occasion. At all times, however, proper attire shall include pants and shirts (or the equivalent) for males; dresses, pants, shirts or blouses (or the equivalent) for females; and appropriate footwear for everyone. Wet bathing attire is not permitted inside the Clubhouse.

4. No alcoholic beverage shall be sold, distributed or served in the Village at Riverwalk other than those functions that state, "Bring Your Own Bottle (BYOB)." No smoking of any kind is allowed in the Clubhouse complex area.

5. Use of the swimming pool is subject to the regulations established and posted by the Board for this facility. No guests are allowed in the pool unless accompanied by a resident.

6. Use of the multipurpose/tennis court and shuffleboard courts are subject to the regulations established and posted by the Board for these facilities.

7. Swimming in the lakes is not permitted.

8. Fishing in the lakes is permitted (using rod and reel only). The use of devices such as spear guns and nets are not permitted. Fishing in lakes is catch and release only.

9. To avoid damage to recreational equipment, persons under the age of fourteen (14) years must be accompanied by an adult resident of Riverwalk.

10. For the safety of bicycle riders and the protection of their property, bicycles should not be parked on sidewalks, walkways or roadways within the clubhouse/recreational complex. There is a bike rack to be used in the clubhouse area.

11. Notices may be posted on the Clubhouse bulletin board in accordance with procedures established by the Board.

G. GENERAL

1. Harassment or intimidation of a shareholder, homeowner, renter, guest, vendor, manager or staff because of the person's race, color, national origin, sex, sexual orientation, physical or mental disability, familial status, religion or age will not be tolerated and may be grounds for legal action and/or termination of residency. In addition, offensive language or conduct, derogatory comments, sexual harassment or slurs that may be offensive to a particular group or behavior that is threatening, intimidating or abusive will not be tolerated. Sending messages via letter, notes, e-mail or over the telephone that may also be offensive to individuals will also not be tolerated. Any person who feels he/she has become aware of, observes or has been subjected any form of discrimination or harassment by a homeowner, renter, guest, vendor, manager or employee has a responsibility to report such actions to the Board of Directors or Office Manager.

2. No person, (corporation or other form of business venture) shall be allowed to own more than two Homes in Village at Riverwalk at any given time. This rule shall not apply to the Corporation.

3. Residents are not permitted to establish a business or commercial enterprise at their home that would generate excessive daily traffic coming into the community.

4. The Board reserves the right to amend these Rules and Regulations from time to time as deemed necessary for the proper and efficient operation of the Community and for the health, safety and welfare of its residents and guests.

5. The invalidation of any one or more of these Rules and Regulations, or any part thereof, by judgment, court order or decree, shall in no way affect the validity of any of the other Rules and Regulations, which shall continue to remain in full force and effect.

6. In any action taken to enforce these Rules and Regulations, the Board shall be entitled to the recovery of all costs of enforcement, including a reasonable attorney's fee, court costs and expenses.

7. Official records are available for inspection or copying on the cooperative property for all Leaseholders. Written requests can be given to the Village office to set up a meeting. There will be a charge of \$0.25 per page for any copies.

H. AVOID VERBAL ORDER (AVO)

1. Forms are available for residents to pick up in the Village Office to file any requests or concerns.

2. Resident is to fill out the form with the following information.

- a. Date
- b. Name (Submitted By)
- c. Check how management is to provide the response
- d. Fill in contact information
- e. Explain the request and the expected outcome

3. Form is to be turned into the Village office and a copy is to be made and given to the resident.

4. The Office Management is to reply on what action will take place regarding the stated request. Following are the responsibilities of the Office Management.

- a. Review the resident request with a board member for feedback.
- b. Investigate the stated problem or request.
- c. Determine the corrective action in accordance with Co-op documents.
- d. State the proposed remedy on the form.
- e. Sign and date the form.

5. A response is to be given to the originator within 10 days. If the request will take more than 10 days to correct than the office management is to contact the originator and apprise them of the reason for the delay.

6. Once the proposed remedy is completed the originator is to be given a response per their instructions on the form.

7. The completed form is to be filed in the Village Office.

I. ENFORCEMENT OF SUSPENSION OF RIGHTS

1. In addition to other remedies provided to the Corporation for enforcement of the rules, the Board may impose a suspension of rights of said Leaseholder/Homeowner when such person, occupant or guest fails to comply with the rules and regulations in accordance with the following procedures.

2. At least 14 days prior to imposing a suspension of rights, a notice of such impending suspension of rights shall be served on a Shareholder/Homeowner along with an opportunity for a hearing and include the following:

a. A statement of the provision of the rules and regulations which are alleged to have been violated.

b. A short plain statement of the violation, including but not limited to the date or dates of each alleged violation for which a fine and/or suspension of rights may be imposed, as best as can be reasonably determined.

c. The Corporation may seek damages for failure of the Homeowner or Leaseholder to comply with any provision of the cooperative documents or reasonable rules of the Corporation. Damages may be sought by the board based on each day of a continuing violation, with a single notice opportunity for hearing before a committee appointed by the Board of Directors (hereinafter "Review Committee"). The Review Committee may recommend and perform the following:

- Suspend, for a reasonable period of time, the right of a resident, residents, guest or invitee to use the common elements, common facilities or any other Corporation property for failure to comply with any provision of the cooperative documents or reasonable rules of the Corporation.
- A suspension levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least 14 days' written notice and an opportunity for a hearing to the leaseholder/homeowner. The hearing must be held before a committee of Leaseholders and/or Homeowners ("Review Committee") who are neither board members nor person residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the suspension levied by the board. If the committee does not agree with the suspension, it may not be imposed.

3. In the event a hearing is timely requested and held, the Review Committee shall consider all evidence and testimony presented at the hearing, determining whether to confirm or reject the suspension levied by the Board. If the Review Committee does not agree with the suspension, it may not be imposed.

4. If the suspension fails to stop the violation or any additional occurrence of the same violation takes place, a warning letter will be sent by certified mail to the owner stating that the matter has been referred to the Corporation's Attorney. This applies even if the lot/unit owner is not the current resident since the unit owner is the party responsible for adherence to the rules.

5. Management will maintain records of rule violations with dates of action taken and sufficient information to track the action taken. The Board of Directors has the authority to adopt rules, regulations and policies to fully implement its authority.

The Rules and Regulations of the Village at Riverwalk are amended as of the date of approval of this revision. This revision was approved by the Board of Directors of the Village at Riverwalk on Day 30, Month March, Year 2018.

President – Marion Monroe

Secretary – Kathy Cosman