



# RULES AND REGULATIONS

OF RIVERLAND, INC.

3500 S. Kanner Hwy., Stuart, FL  
Established November 19, 2021

Riverland, Inc.  
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## Rules & Regulations of Riverland, Inc.

Established November 19, 2021, and adopted by Riverland, Inc., Board of Directors

### FOREWORD

For many of us, this housing co-op style of living is a new way of life. While we own our individual homes, we do not own the property underneath them. We own shares in the corporation and equally divide common expenses to keep our individual costs lower. Likewise, we have the responsibility to care for and respect the community and its members. Our goal is to uphold cordial interactions and to maintain this combination of dwellings as a first-class community.

**Our rules and regulations are necessary to establish expectations, ensure workable relationships, to protect one another, and enhance each owner's investment.** Through everyone's understanding, cooperation, and assistance, non-compliance issues will be kept to a minimum. While the common areas, including the recreational facilities, are for the benefit and enjoyment of all, noncompliance to the rules and regulations can jeopardize the privilege to use the amenities.

### PREAMBLE

Riverland, Inc., is registered and operated as a 55 years and older adult cooperative housing community and adheres to Administrative Code 61.B and Florida Statute 719. Therefore, at least one Shareholder of each unit must have obtained the age of 55 years.

The following Rules and Regulations were adopted by the Board of Directors of Riverland, Inc., on November 19, 2021, in compliance with and pursuant to Article V, Section 3-D of the Fifth Amended By-Laws of Riverland Inc. These Rules and Regulations supersede all prior Rules and Regulations of Riverland, Inc. They comply with the terms and conditions of the Proprietary Lease, Riverland, Inc. By-Laws and with Florida Statutes, Chapter 719 Cooperatives.

#### Summary of Changes:

(1) By action of the Shareholders during the February 18, 2022, Annual Shareholders Meeting, Article XIII, Rules C and E.2 requiring the purchase of additional liability insurance for activities in the Clubhouse serving alcohol beverages are stricken in their entirety and the following is added to Article X: Conduct of Visitors, Residents and Shareholders: 9. The sale of alcohol beverages, or the manufacture of alcohol beverages for sale, or any activity covered by Florida Statute 768.125 – better known as Florida's Dram Shop Law – is specifically prohibited;.

(2) By action of the Board of Directors at an open meeting on May 5, 2022, the minimum age to be a resident in Riverland, Inc. is changed from 18 years to 45 years.

## RULES AND REGULATIONS

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### DEFINITIONS of TERMS

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The definitions below are for clarification of terms used within these Rules and Regulations.

1. **Additional Fees:** those fees chargeable to Lessees in addition to maintenance fees. This is in accordance with the Lease (examples: late fees, attorney fees, transfer fees, special assessments and/or fines).
2. **Annual Cash Budget:** the estimated amount in cash, which the Directors annually determine to be necessary for the operation, maintenance, care, alteration, and improvement of the corporate property. May sometimes be called “cash requirements” or “budget.”
3. **Board of Directors:** volunteer individuals elected by the Shareholders for a stated term, consisting of a minimum of three (3) or maximum of seven (7) to manage the administration and financial transactions of the corporation. The Board of Directors is also to manage the operation, maintenance, preservation and architectural control of the lots, common areas and recreational areas within Riverland, Inc. The Board of Directors may also be referred as “Board,” “BOD,” or “Directors”.
4. **Corporate Bulletin Board:** located in hallway off the kitchen in club house for posting monthly financial records, current board member information, notice of meetings, and all legal and parkwide information. Additional bulletin boards in the same hallway are for ceramics, bowling, shuffling, social club, and boaters club.
5. **Immediate Family:** the spouse, parent(s), children, grandparent(s), grandchildren, or brother(s) and sister(s) of a Shareholder.
6. **Lot:** the footprint of the existing mobile/modular home is considered the lot. All land is common ground, so we do not have “lot lines” in the traditional sense. No land is owned individually.
7. **Maintenance Fee:** the specified monthly amount paid by the Lessee toward his/her portion of the corporation’s cash requirements. The maintenance fee is determined using the Board and Shareholder approved Annual Cash Budget divided equally by 12 months and the number of mobile home site lots within the corporation property (188).
8. **Mobile Home Site:** the land area, as shown in the site drawing of Riverland, Inc., upon which a mobile home may be maintained. Lines are not actual property. May also be referred to a “site.”
9. **Objectionable Conduct:** Lessee or guest violating or disregarding the Proprietary Lease, Bylaws, or Rules and Regulations of Riverland, Inc. *as stated on page 19*
10. **Occupancy Fee:** any unit occupied more than two people for thirty (30) days (Shareholders and any guest) is subject to a \$30/month occupancy fee to off-set water/sewer fees (extra person(s) over two (2) requires an additional \$30/month/person). **The Shareholder is responsible for contacting the Office Manager to self-report and pay the months the charges will be incurred.** The count would start again for the following year. *See page 18 for details.*

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11. **Permanent Resident:** a non-shareholder who resides with a shareholder for a total of more than thirty (30) days in a calendar year. Permanent residents must provide a driver's license or State I.D., complete a background check, and sign all required documents with the office. *See page 18.*
12. **Proprietary Lease:** a legal binding document which has been adopted by Riverland, Inc., and is registered with Martin County for the leasing of all mobile/modular home site lots for which shares of the corporation have been allocated. The lease states the terms, conditions, and restrictions for maintaining a mobile home, the lot and a residency within the real property owned by Riverland, Inc. May sometimes be called "Lease". Tax bills will be generated by Martin County listings when filed.
13. **Riverland, Inc.:** the registered corporation which may also be known within these Rules and Regulations as "Riverland", "corporation", or "park".
14. **Shareholder(s):** the person(s) to whom a stock certificate has been issued, representing ownership of a specified number of shares of Riverland, Inc., and who are the Lessees named on the Proprietary Lease for the mobile home site lot assigned. Maximum of two Shareholders on a stock certificate. May be referred to as "Lessee" or "Stockholder".
15. **Short Term Guests:** guests of a Shareholder who reside in a home with one or more Shareholders for less than thirty (30) days in one calendar year.
16. **Unit:** refers to the residential dwelling or home, known also as a mobile home or modular home, situated on a mobile home lot. Only one (1) unit is permitted per mobile home lot.

### I. ADMINISTRATION

- A. The **office(s)** are for the use of the Directors and staff of Riverland, Inc., and are under the control of the Board President and Office Manager. Any use of these facilities or equipment therein must be approved by the Board President or Office Manager.
- B. **Telephone messages for Shareholders** – The office staff will not receive telephone messages on behalf of Shareholders, except in an emergency.
- C. **Forwarding Addresses** - Shareholders are required to furnish USPS with forwarding addresses during temporary or extended periods of absence. Office does not have mailbox keys for lots.
- D. **House Keys** – Shareholders have two options for leaving keys in Riverland for access to homes during emergencies. All Shareholders will complete the form *Keys to Unit* on page 44 indicating their preference.
  1. An extra set of keys may be left in the office where Riverland, Inc., will keep keys locked and secured in the office.
- E. The Shareholder may designate in writing that another person has their key and permission to enter the home. A copy of the written authorization is to be on file in the Riverland office.

### F. Entering Home for an Emergency

1. A Shareholder is deemed to have given the corporation permission to enter a home in the event of an emergency by leaving a key in the office. (See page 44)
2. Opening the door for a contractor is NOT deemed an emergency.
3. Two persons will be required to use referenced key to enter unit, and at least one of these persons will be a Board Member. In extenuating circumstances, a Board Member, the Office Manager or Maintenance Employee may enter alone. The Board will attempt to contact the owner prior to entry.

G. **Office Days** – The Riverland office will be closed on all major holidays, weekends, and on other days by order of the Board. Examples of other days: safety due to weather, structural problems, equipment or utility failures, or if the Office Manager is on leave. Advance notice of office closures will be sent via email whenever possible.

### H. Stock Certificates – indicating ownership of 4.2232 shares of Riverland, Inc.

1. **Lost Stock Certificate** - If Shareholder's Stock Certificate is lost or damaged, there will be a replacement fee determined by the Transfer committee and approved by the Board.
2. **Changes by the Shareholder** – If at any time there is a change to be made to the Stock Certificate by the Shareholder there will be a fee charged. Such fee shall be determined by the Transfer committee and approved by the Board.
3. **Sale of Stock Shares** - At the time of closing, the Seller shall return the **original** Shareholder's Stock Certificate, signed on the back to surrender shares back to Riverland, to the Transfer committee or the Office Manager. A copy or facsimile will not be accepted (see I.G.1. for replacing a lost stock certificate.).
4. **Upon the death of a Shareholder**, the Stock Certificate and Proprietary Lease shall be updated immediately to reflect proper ownership.

## II. SHAREHOLDER HOMES

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- A. **Mobile, Manufactured or Modular Home** - must be twelve (12) feet or more in width and be brought in on wheels. Homes must also receive PRIOR approval of the Compliance (*Building & Grounds*) Director and the Board, and conform to existing county, state, and regulatory controls.
- B. No concrete block or site-built homes or dwellings are permitted.
- C. **Homes Moved In or Out of Riverland** - Shall be moved by licensed movers. Homes may not be moved in and out of Riverland without the method of moving being first approved by the Compliance (*Building & Grounds*) Director and the Board. A signed statement must be presented to the Board by the Shareholder affirming he/she/they will be responsible for all damage to streets, other real property or to personal property of Riverland, Inc., or others.

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- D. **Martin County Construction Permits** - Any exterior changes or modifications **must be** approved by Riverland, Inc. It is the responsibility of the Shareholder or the Shareholder's contractor to obtain a Martin County permit. This includes additions to the home, home replacement, painting, siding, roofing, skirting, sheds, and replacement of windows.
- E. **Unlicensed and/or Uninsured Contractors** - County and state statutes provide for fines for persons who hire unlicensed and/or uninsured contractors. The following minimum insurance coverage must be on file in the office in the form of a Certificate of Insurance, naming Riverland, Inc. as the certificate holder:
- |                      |                        |
|----------------------|------------------------|
| General Liability    | State Mandated minimum |
| Automobile Liability | State Mandated minimum |
| Workers Compensation | State Mandated minimum |
- F. **House Numbers** - House numbers must be prominently displayed and legible from the street.
- G. **Replacement Air Conditioners** – changing location of air conditioner **must be pre-approved**.
- H. **Perimeter of Home** - Shareholder is responsible for the area immediately adjacent to the siding or skirting of own unit. Riverland, Inc. will not be responsible for any damage occurring within this area from weed whacker or edger used during maintenance of the landscape by Riverland's employees or by a lawn mowing service hired by Riverland, Inc.
- I. **For Sale Signs** - Only one (1) "FOR SALE" sign is permitted on a lot and/or vehicle. A sign may be placed on the **inside of a window** of a home or auto for sale by an owner or realtor. The dimensions of the window sign shall not exceed 19" x 15". If there is no home on the lot, then a "FOR SALE" sign may be placed on a lot. Open house signs are permitted only on the day of open house.
- J. **Signs Outside the Home** - Except for a sign identifying the name of the owner and/or the house number and as otherwise required by law, signs are not permitted outside the home with the exception of holiday decorative signs. Flying the American flag is, of course, permissible.
- K. **Interior Changes or Modifications** - All interior changes or modifications must meet city, county, and state codes, but do not require approval of Riverland, Inc., if such change(s) do not alter or modify the exterior. Bulk pick-up service is provided on the third Wednesday of each month for disposal of large household items or construction trash.
- L. **Modification or Replacement of Homes** - Guidelines for modification or replacement of homes are found in Rule III, pages 8-10.
- M. **Rentals** - Rental of any unit for any reason is **not allowed** as stated in the Proprietary Lease.
- N. **Windchimes** – **Not** permitted outside at any time.
- O. **Outside TV Antennas or Satellite Dish** – with prior approval, satellite dishes, may be installed within the two (2) feet parameter of the unit, and in accordance with Federal Law.

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- P. **Radio Antennas** - Outdoor radio antennas must have prior approval by the Board.
- Q. **Solar Panels** – Size and location is subject to Board approval.
- R. **Outdoor Drying of Clothing or Household Items** - Drying racks may be used for a temporary period in carports. No hanging of any items on exterior railings or banisters (i.e., clothing, towels, mats, rugs, etc.).
- S. **Liquid Fuel** - No liquid fuel may be used or stored in or around homes in Riverland, Inc. An exception to this is a propane tank with an appropriate safety valve for grill use. No new household propane tanks are permitted. (*See VI.A for details*)

### III. EXTERIOR HOME CHANGE, HOME MODIFICATION, or REPLACEMENT

Any alterations, changes, modifications, improvements or repairs to a home, unit, lot, driveway, mobile home site, lighting, landscaping, or color scheme must be requested by completing the *Request to Make Exterior Home Change* Form (*see pages 13-15*). Approval is needed before ANY work begins. The request must be approved in writing by the Riverland Compliance (*Building and Grounds*) Director and another Board Member. In the absence of the Compliance (*Building and Grounds*) Director, request may be approved by two Board Members. The Board holds the right to recommend and approve other alternatives if original request is denied.

- A. **New Homes, Modifications or Additions** - All new homes and new modifications or additions shall comply with the following setbacks requirements:
  - 1. There shall be at least ten feet (10') between homes (side walls) including ancillary structures (porches, steps, etc.).
  - 2. All homes shall be set back at least five feet (5') from the "imaginary utility line" at the rear of each home site.
  - 3. All homes shall be set back the greater of seven feet (7') from the road right-of-way.
  - 4. Homes shall not extend into the utility corridor, except as specifically provided below.
  - 5. To obtain approval on a new home, modifications, or addition, a Shareholder must have majority approval of the Board.
- B. **Utility Corridor Location** - The utility corridor, at the rear of the homes is ten feet (10') wide and is located at an equal distance from the streets. Example: The distance between 7<sup>th</sup> and 8<sup>th</sup> streets is 140'. The corridor is ten feet (10') wide and begins sixty-five feet (65') from the street.
- C. **Structures or Modifications to Structure within the Utility Corridor** - New homes and new modifications or additions to existing homes shall not extend into the utility corridor (*See III.A.2.*). Existing home modifications/additions which extend into the utility corridor, on the date these Rules and Regulations are adopted, shall be deemed approved or "grandfathered" until they are replaced. However, in the future, should a home/addition or any part of the "grandfathered" thereof require replacement, such replacement may not extend into the utility corridor.



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- D. **New Homes – Measurements and Drawings** - If a Shareholder wishes to install a new home on home site, the existing home must first be measured to ascertain and confirm the dimensions of the existing home. Additional items must be established: the current placement or footprint of the mobile home along with any attachments within the mobile home site; the location of the utility corridor; the number of feet between the existing home and the adjacent homes; and the actual space available. A drawing with noted footage confirming the number of feet between the existing home and adjacent homes, the five feet (5') setback from the imaginary utility line (*See III.A.2.*) at the rear of the property, and the setback from the street shall be indicated **before** the removal of the home.
- E. **Replacement of Existing Home** - If a Shareholder wishes to replace an existing home, a drawing of the new replacement home shall be presented to the Compliance (*Building & Grounds*) Director to confirm that the new home meets all setback requirements; that it only uses one half (1/2) of any area space in excess of ten feet (10') between the existing home and adjacent homes; and that it does not encroach on the utility corridor. This drawing shall be used as a basis for the placement of the new home on the home site. Prior to placement of the new home, stakes shall be placed in the ground, outlining the placement of the new home, so actual dimensions may be confirmed and approved by the Compliance (*Building & Grounds*) Director. All new homes require a concrete slab under the home.
- F. **Space Between Homes** - If a lot permits a larger home to be placed on the lot (i.e., there is more than ten feet [10'] between 2 homes), a Shareholder may install a larger new home so long as the increase in size takes up **no more than half** of the extra footage between the homes, thereby permitting both neighbors with the same opportunity to use the additional space.  
*Example: If there are 15' between two (2) homes, each neighbor may increase their home size by 2'6" on each side, still permitting a minimum of 10' between each home. No one (1) owner may utilize all the "extra" space between existing homes.*
- G. **Additions Beyond Parameter of Mobile Home** - No additions or modifications shall be made which extend beyond the outside of the original parameters of the mobile home, at ground level, unless there is enough space between the existing home and adjacent homes, the utility corridor, or the imaginary utility lines (*See III.A.2.*) to allow the expansion of a home in accordance with the setbacks described above.
- H. **Driveways** shall remain as depicted upon the original footprint and will be no wider than eleven feet six inches (11'6").
- I. **Set Back Requirements for Structures** - All new homes, modifications and additions must be set back a minimum of seven feet (7') from the roadway.
- J. **Finished Floor Elevation Requirements** - FEMA requirements for minimum finished floor elevation shall be met at the lowest level. Complying with FEMA requirements is the homeowners' responsibility.
- K. **Property Boundaries of Mobile Home Site Lot** - Prior to doing any work, the Shareholder is responsible for understanding all property boundaries and must not encroach upon any required setback, utility corridor, common area or neighboring home site.

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- L. **Air Conditioner Replacement** - Replacement air conditioners for existing homes are to be placed in the same location as the existing air conditioners. All new homes air conditioners shall be placed in the rear of the home.
- M. **Doors and Steps** - Doors and steps shall be located on the front or carport side of the house only, per Martin County regulations. Rear emergency doorsteps may not extend beyond 2' boundary.
- N. **Maximum Width of Mobile Home** - The maximum width of any new home on any home site shall be twenty-six feet eight inches (26'8"). Additionally, all replacement homes shall meet all setback and corridor restrictions.
- O. **Concrete Slab** - Concrete slab under any new or replacement home is required.
- P. **Color Schemes** – Prior to all exterior painting, color chip(s) and details of items to be painted must be approved in advance by the Compliance (*Building & Grounds*) Director (or designee) and one other Board member. Approval of color scheme changes helps maintain the integrity of the property. Painting protects the assets of the Shareholder from the elements while providing esthetic appeal.
- Q. **Lighting** – Motion detector lights (such as those affixed to porches, posts, or work sheds) shall be shielded or shaded to block the light rays from traveling upward toward the sky or sideways into neighboring unit; the light rays should be pointed parallel to the ground. Please make sure motion lights are not activated by normal flow of traffic on the streets.
- R. **Golf Cart Pads**- Golf cart pads **shall not be greater than 4 feet (48 inches) wide** and may not extend beyond the first carport column from the road.
- S. **Storage Sheds** - All new storage sheds must be approved in advance by the Compliance (*Building & Grounds*) Director. All new storage sheds shall have metal or vinyl siding and be installed under and attached to the roof of the carport on a concrete foundation. Storage sheds will be no wider than eleven feet six inches (11'6").
- T. **Restriction on Materials used for Dwellings and Height Restriction** - Modular or mobile homes are allowed (excluding block or concrete). Second stories shall not be permitted, in any form. Factors which impact the Compliance (*Building & Grounds*) Director and Board approval are:
1. Does the dwelling comply with the above specifications?
  2. Is the dwelling consistent with existing community standards and/or appearance?
  3. Have all necessary governmental permits been obtained?

**IV. MAKING an EXTERIOR CHANGE**

As described in these Rules & Regulations, any alterations, changes, modifications, improvements or repairs to homes/unit, home sites, landscaping or color schemes must have prior approval by the Compliance (*Building and Grounds*) Director.

**A. Request to Make Exterior Change Form**

1. **Submission of Request to Change** - Shareholders must submit a *Request to Make Exterior Home Change* form (*see pages 14-15*) for all alterations, changes, modifications, improvements or repairs to homes, units, home sites, lot or landscaping as well as color scheme changes. Items not in place at time of closing need **prior approval** before alteration (e.g., screened enclosures, patio slabs, etc.).
2. **Form, Signature and Date** – The *Request to Make Exterior Home Change* form must be signed and dated by the Shareholder. Requests submitted by others will not be considered. Details for filling out the form can be found on page 13.
3. **Board has Final Approval** - Upon completion of work, Shareholder shall notify the Compliance (*Building & Grounds*) Director to obtain final approval. If change is not in compliance with the Shareholder’s original request, or does not meet appropriate building code, Shareholder shall have seven (7) days in which to achieve compliance to avoid being subject to enforcement and/or fines.
4. **Required Government Permits** - Shareholder assumes all responsibility for obtaining or having a contractor obtain all required local, county or state permits and approvals; the cost of all permits is solely the responsibility of the Shareholder.

**B. Contractor Licenses** - All contractors must have a current Martin County Occupational License and State licenses as required for certain occupations (electrical, plumbing, HVAC, etc.).

1. **Contractor Must Comply with Rules and Regulations** - Any contractor working within Riverland, Inc., must comply with all Riverland, Inc., Rules and Regulations.
2. **Contractor Workdays** - No work is to be performed by any contractor on major holidays, except in the case of emergency. Work is permitted only between the hours of 7 a.m. – 6 p.m.
3. **Work Completed by Individuals Other than a Contractor** - Any work done by a Shareholder, a family member, friend, or an acquaintance is at the Shareholder’s sole risk and liability. However, Riverland, Inc. approval must be obtained prior to commencing such work.

**C. Property Boundaries**- Prior to beginning or start of any work, the Shareholder is responsible for understanding property boundaries and must not infringe on any setbacks, utility corridors, common area, or neighboring property.

**D. Contractor Insurance**

**1. Contractor Proof of Insurance** - Every Shareholder who submits a *Request to Make Exterior Home Change* form and is hiring a contractor to complete the work is required to provide contractor insurance information. Contractors shall abide by the Insurance Requirements for Contractors and Sub-Contractors provisions set forth in these Rules and Regulations. County and State Statutes provide fines for persons who hire unlicensed and uninsured contractors. Riverland, Inc. has been advised that your Homeowner’s Insurance may be voided if you knowingly hire an unlicensed or uninsured contractor.

**2. Insurance Requirements for Contractors & Subs** - To reduce exposure to liability for Shareholders and Riverland, Inc. the Board mandates the following:

Any outside contractor working in Riverland, Inc. or on the lot of any Shareholder for the Shareholders benefit, must carry the following minimum insurance coverage:

General Liability Insurance	State mandated minimum
Automobile Liability Insurance	State mandated minimum
Worker’s Compensation Insurance	State mandated minimum

**3. Responsibility for License, Insurance or Quality of Work** - Riverland, Inc. shall not be held liable for cancellation of any license or insurance, or for the quality of any work completed or partially completed by any contractor or representatives thereof engaged by a Shareholder.

CONTRACTORS PERFORMING EXTERIOR WORK FOR RIVERLAND, INC. OR A SHAREHOLDER SHALL HAVE THEIR INSURANCE AGENT PROVIDE A CERTIFICATE OF INSURANCE NAMING RIVERLAND, INC. AS THE CERTIFICATE HOLDER.

Insurance certificates shall be sent by USPS, email: riverlandin@comcast.net, or faxed to 772-287-2102

**NO WORK IS TO BE STARTED ON A MOBILE HOME SITE LOT  
WITHIN RIVERLAND, INC. PROPERTY UNTIL SUCH CERTIFICATES  
ARE RECEIVED BY RIVERLAND, INC.**

**DO NOT START ANY WORK UNTIL WRITTEN APPROVAL IS  
RECEIVED FROM THE BOARD OF DIRECTORS.**

## RULES AND REGULATIONS

### PREPARING A REQUEST TO MAKE EXTERIOR CHANGE FORM

(Forms are available in the office and shown on pages 14 & 15)

The following information is required:

Shareholder:	Legal Name of the Shareholder
Date:	Date request submitted
Lot #:	Legal lot number of the property
Phone:	Shareholder telephone number
Work to be done:	Painting, landscape, construction, other. Check appropriate box. A separate form must be furnished for each type of work requested.
Contractor's Name:	Legal name of Contractor. If Shareholder intends to do work, write "self" in this space.
Phone:	Contractor's business phone number
Address:	Legal address of contractor
Provide:	<ol style="list-style-type: none"><li>1. Copy of contractor's Martin County Occupational License</li><li>2. Certificate of Insurance from contractor's insurance agent naming Riverland, Inc. as Certificate Holder.</li></ol>
Painting:	Provide the contractor information requested, and include a color swatch or sample
Landscape or Construction:	Provide detailed drawing or description of work to be done. Show, as required, lot boundary or adjacent property and proximity of proposed work to same. Shareholder may hand draw information or contractor may supply shop drawings.
Shareholder Signature:	Signature of Shareholder. Request form must be signed by legal owner of property.
Date:	Date Shareholder signed application

Turn in completed application/request and supporting documents into mail slot at Riverland, Inc. Office or directly to the Office Manager. DO NOT give to a Board Member.

Shareholder will be provided with written notice advising whether their request is approved, denied or incomplete, within ten (10) business days. If approved, Compliance (*Building & Grounds*) Director may include certain conditions, exemptions or restrictions which must be adhered to. If the request is denied, the Shareholder will be informed why and may resubmit a request with necessary corrections. \

If a request to make an exterior change is rejected, and Shareholder completes the project anyway, Shareholder will be subject to a \$50 fine.

Furthermore, the Shareholder can be subject to loss of rights to use the marina and recreational areas, and the right of participation in activities until the violation is brought into compliance.

RULES AND REGULATIONS

RIVERLAND, INC.  
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REQUEST TO MAKE EXTERIOR CHANGE

Shareholder Name: \_\_\_\_\_ Lot #: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Proposed Project: Painting \_\_\_\_\_ Landscape \_\_\_\_\_ Construction \_\_\_\_\_ Other \_\_\_\_\_

*Give full details and description of work on back of form.*

Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Provide the following with this application:

(Refer to R&R Insurance Requirements for Contractors and Subs)

1. Copy of Contractor’s Martin County Occupational License.
2. Certificate of Insurance from contractor’s insurance agent naming Riverland, Inc. as Certificate Holder.

Shareholder requests permission to make additions or modifications (changes) as described on reverse side hereof and agrees to the following conditions:

- Shareholder, heirs and assigns thereto, shall be fully responsible for repair, maintenance, and replacement of any change(s). Should Riverland, Inc. be required to act to repair, maintain or replace such change(s), or to repair damage resulting from them for any reason to existing structure or other property, the Shareholder shall be liable for charges including reasonable attorney fees.
- Shareholder assumes responsibility and cost for change and future upkeep.
- Shareholder shall indemnify and hold harmless Riverland, Inc. its respective Board and Compliance (*Building & Grounds*) Director and Committee from liability arising due to design, construction or use of change(s) described herein.
- Upon completion of work, Shareholder shall notify the Compliance (*Building & Grounds*) Director to obtain final approval. **If change(s) is not in compliance with the Shareholder’s original request or does not meet appropriate building code, Shareholder shall have seven (7) days in which to achieve compliance.**
- Shareholder shall be liable for costs accrued to repair lawns, plants, irrigation systems or common areas damaged because of the change(s).
- **If change(s) become a nuisance, even after final approval, the Riverland, Inc. Board of Directors shall have the right to rescind approval and have the change(s) removed by the Shareholder.**
- All charges to the Shareholder shall be due upon notice and if unpaid after thirty (30) days shall accrue interest. Fines must be paid in full before transfer of stock certificate.

**RULES AND REGULATIONS**

*Request to make exterior change form continued*

**PAINTING:**  
Brand of paint: \_\_\_\_\_ Color: \_\_\_\_\_ (Supply color swatch)  
Describe below the area to be painted.

**LANDSCAPING:**  
Type and quantity of plants to be installed: \_\_\_\_\_  
Describe below the area to be planted.

**CONSTRUCTION:**  
Give details of construction and description of materials to be used.  
Include a copy of approved plans or diagrams as appropriate.

DETAILS AND DESCRIPTION:

DO NOT START WORK UNTIL WRITTEN APPROVAL IS RECEIVED

**I have read, understand, and agree to all the terms contained herein:**

**Shareholder Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Compliance (*Building & Ground*) Director or another Board Member:

Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Reason \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Board Member:

Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Reason \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Received: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_

SHARE Advised: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_

Final Inspect: \_\_\_/\_\_\_/\_\_\_ Approved: \_\_\_\_\_ Rejected: \_\_\_\_\_ By: \_\_\_\_\_

### V. MAINTENANCE by a SHAREHOLDER

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Proper maintenance of the unit and adjacent property is required **year-round** by all Shareholders. When Shareholder is not in Riverland, arrangements should be made with someone for keeping the home properly maintained to comply with Rules and Regulations.

**Proper maintenance includes**, but is not limited to:

- A. **EXTERIOR SIDING:** Must be clean and free of mold/mildew or any discoloring element detracting from the decorative finish of the siding. Resurfacing, washing and/or painting the siding must be done for correction.
- B. **ROOF:** Must be structurally sound, intact, and clean and free of mold/mildew or any discoloring element detracting from the original finish. This includes the roof edges.
- C. **WINDOWS and SCREENS:** Windows must not be broken; screens must be secured on all four sides. This includes screens on storm doors.
- D. **SHUTTERS and AWNINGS:** Must be clean and free of mold/mildew or any discoloring element detracting from the original finish and/or subsequently applied paint.
- E. **DRIVEWAY, SIDEWALKS, STEPS and CARPORT:** Must be clean and free of mold/mildew. Driveway and carport paint should be clean, free of scuffs, black marks, oil, etc.
- F. **DRIVEWAY/CARPORT/PORCHES:** Must be free of any items not normally associated with these areas.
  - 1. When the Shareholder is in residence, the following is a list of items that are permitted: Patio/Outdoor Removable Furniture, Grill, Bicycle, Plants, Rugs, Boat Boxes, Storage Boxes, Golf Carts, Handicap Lift, Hose, Recycle/Trash Bins. Items must be moved to the interior when Shareholder vacates for the season or during a hurricane evacuation.
  - 2. If a Shareholder desires to have items on their driveway, carport or porch that are not listed above, prior approval from the Board is required.

### VI. UTILITIES

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- A. Riverland, Inc., uses metered propane gas for the community laundry room dryers and the emergency generator. Individual 20# propane tanks **for a grill** on a Shareholder's property are the responsibility of the Shareholder and must be always secured. **New household propane tanks** are **NOT** permitted. Current (as of 11/19/21) tanks are "grandfathered".
- B. Disposal of materials or items reasonably expected to clog or damage the wastewater treatment system **is not permitted** (e.g., latex gloves, medication, grease, personal sanitary items, diapers, coffee grounds, clothing, rags, cigarette butts, etc.). Failure to comply shall be deemed a violation of the Rules and Regulations. Damage to sewer system costs all of us money.
- C. City water costs money, so report any water problems (leaky faucets, leaky toilets, or sounds of running water) in the common areas, your neighbor's spigot, or your own unit to the office.



## RULES AND REGULATIONS

- D. Per Florida Statute 719.104, the Board of Directors may schedule individual unit checks for water leaks: *RIGHT OF ACCESS TO UNITS* — *The association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair, or replacement of any structural components of the building or of any mechanical, electrical, or plumbing elements which impact Riverland Inc.*
- E. Using city water (blue lever) to wash home or vehicle, irrigate, or any other outdoor purpose is not permitted. There is a separate water supply for outdoor use (orange lever) which is drawn from Riverland’s well. City water costs are substantial; well water costs are minimal.

### VII. LANDSCAPING and PLANTING PROCEDURES

- A. **TREES and SHRUBS:** These items within the two (2) foot area around the original perimeter of the mobile/modular home are the responsibility of the Shareholder. **Proper maintenance includes trimming and/or weeding to confine the plant material to within the two-foot boundary.** Trees, shrubs, plants, etc. must not be planted outside the two-foot boundary. All plants including Areca Palms and other bushes/plants **must not extend above the adjacent roof/carport height between units nor extend beyond the 2-foot boundary.** Fines can result.
- B. **WATERING: ONLY WELL WATER IS TO BE USED FOR WATERING; USING CITY WATER IS PROHIBITED.** Only handheld or timed (underground or portable) water devices may be used to water lawns and plantings. Timers must be zone controlled with backwater valve and rain control. Shareholders must comply with any watering restrictions imposed by Martin County or the South Florida Water Management District. [Well: orange lever; City: blue lever]
- C. **FERTILIZER** –Per Martin County ordinance: Application ban (June 1 – September 30): Fertilizers containing nitrogen (N) and phosphorus (P) should not be used on landscaping or lawns. Application period (October 1 – May 30): Fertilizer containing phosphorus (P) is not allowed, and nitrogen (N) must be 50% slow release.
- D. **TRIMMING** - Shareholders shall not trim, fertilize or kill plant life not located within the two-foot perimeter of their own mobile home.

### VIII. PETS

- A. No Shareholder, Resident, Guest, or other individual shall at any time keep, maintain, or otherwise have present in Riverland Park any dogs or outdoor cats.
- B. Service or support animal presence is determined on an individual basis and not to be assumed permissible. Proper legal documentation from a certified/licensed health care provider is required to be submitted to the office, along with current vaccine records for the animal.
- C. Fish and small birds do not constitute “pets” for the purpose of this provision and are permitted. However, birds are to be always maintained within the dwelling unit or its enclosed areas and must be removed at the sole discretion of the Board, when determined to be a nuisance or unreasonable disturbance to others.

**IX. OCCUPANCY FEES, PERMANENT RESIDENTS and SHORT- TERM GUESTS**

Every home must be owned by at least one adult fifty-five (55) years of age or older, and no one under the age of ~~eighteen (18)~~ forty-five (45) years old may reside in a unit except as provided herein.

A. **Occupancy Fees** - Any unit occupied by a more than two persons (Shareholders and guests) is subject to a **\$30 charge per person per month** occupancy fee to off-set additional shared costs (water, sewer, amenities, etc.) The Shareholder is responsible for contacting the Office Manager to self-report the months the fees should be charged. This fee is subject to change by order of the Board.

*For example: Family "A" (four people) visits for five days = 20 days; family "B" (two people) visits for five days = 10 days. Total days of guests = 30 days so \$30*

Any occupant in a unit for a total of 30 days in a calendar year (Jan 1-Dec 31), not necessarily consecutive but accumulative, shall pay a \$30 fee. An additional \$30 fee is payable for any 30-day period in residence for the duration of that calendar year. The count would start again for the following year.

*For example: Susie comes to visit Mary & Harry in Unit X. Susie stays for 15 days in January (Jan 3-17) and then stays again for 15 days from March 17-April 1 of the same year. The Shareholder should notify the office that they need to pay the occupancy fee for Susie of \$30. (15 + 15 = 30 days) If Susie were to return to Riverland during the rest of the year, the Shareholder must notify the office and pay the \$30 fee again for any 30-day period Susie is in Riverland, Inc.*

1. It is the Shareholder's responsibility to contact the office when they have more than two people residing in the unit.
2. Not reporting extra residents is a violation and carries a fine of \$100.

B. **Permanent Resident** - a non-Shareholder who resides with a Shareholder for more than thirty (30) days in a calendar year is considered a Permanent Resident and must be approved by the Board of Directors. If they are a third or fourth person, the fee is \$30 per month per person. **The total number of people** residing in the home including Shareholders and Permanent Residents **may not be greater than four (4)**. (Four residents: maintenance fee + \$60/month)

1. All Permanent Residents must go through an interview process, complete the required background check, and provide their driver's license or other state issued photo ID to verify their age. Copies of these documents will be placed in the Shareholder's file.
2. Each Permanent Resident must sign an agreement that he/she has read and will abide by the **Riverland Rules for Guests and Permanent Residents**. A copy of the agreement will remain in Shareholder's file in the Riverland Office.
3. **Permanent Resident may not occupy the Unit when the Shareholder is not in residence**. In extenuating circumstances (death, illness, injury, etc.), the Shareholder **may request** in writing a time limited exception. Approval from the Board is not guaranteed.

## RULES AND REGULATIONS

4. All Permanent Residents are the responsibility of the Shareholder and have the same privileges as a Shareholder, except they **may not** vote on Riverland issues, run for office, rent the clubhouse, rent a boat slip or be in partnership with another Shareholder who owns a boat, **nor may they occupy the unit without the Shareholder present.**
5. If a Shareholder dies, the Permanent Resident must vacate Riverland or get a new Proprietary Lease in their name for the Riverland Shares immediately.
6. Permanent Residents must have Riverland Parking decals on any vehicles parked in Riverland or be subject to security action (i.e., towing, ticketing).

### C. SHORT TERM GUESTS

1. A Short-Term Guest is permitted to reside in a home with one or more Shareholders for **less than thirty (30) days**. Short Term Guests are the responsibility of the Shareholder, and they must abide by all the rules set forth in this Rules and Regulations.
2. **Short-term guests may not occupy the home when the Shareholder is not in residence.** In extenuating circumstances (death, illness, injury, etc.), the Shareholder **may request** an extension in writing from the Board for a time limited exception one time per calendar year. If this exception is approved, the guest must report to the office upon arrival in Riverland, show proof of age, and sign an agreement stating the individual has read and agrees to abide by the Riverland Rules for Guests and Permanent Residents.
3. All Short-Term Guests **are required to have a Guest Parking Pass displayed in the windshield for any overnight parking in Riverland.** Day visitors do not need parking pass.

### X. CONDUCT of VISTORS, RESIDENTS, and SHAREHOLDERS

- A. It is a violation of the Rules & Regulations to engage in or permit any of the following:
  1. Excessive use of alcoholic beverages leading to public intoxication.
  2. Use of illegal narcotics including possession, distribution and/or trafficking.
  3. Excessive noise by people, radio, or television (i.e., volume can be heard in the street or adjacent home).
  4. Any behavior that brings discredit to Riverland, Inc., such as lewd conduct, indecent exposure, profanity, fighting, and/or disorderly behavior.
  5. Disposing of trash or garbage in the river or toilet or anywhere other than trash cans or dumpster NOT permitted. Do not put large household items in dumpster; use bulk pick up on the third Wednesday of each month. Cardboard boxes are to be recycled.
  6. Maintenance work of a noisy nature before 7 a.m. or after 6 p.m.
  7. Any social activity that may disturb others before 7 a.m. or after 10 p.m.
  8. Independent garage sales, yard sales, patio sales, tag sales, moving sales or any other type of sale on your lot site.
  9. *(Added 02/18/2022)* The sale of alcohol beverages, or the manufacture of alcohol beverages for sale, or any activity covered by Florida Statute 768.125 – better known as Florida’s Dram Shop Law – is specifically prohibited.
- B. Martin County Sheriff has permission to enter Riverland and to enforce laws.

## RULES AND REGULATIONS

- C. Riverland resident may conduct a business or profession if it does not generate an excessive amount of vehicle traffic or create an unreasonable disturbance to other residents. Additionally, a resident may work for another resident in the maintenance of his yard or home.
- D. Burning of trash, leaves, wood, or other materials is not permitted. No Chimenea or fire pits may be burned. This is to maintain compliance with Martin County Fire Code which prohibits any fire within 150 feet of any structure. No firewood is to be stored in Riverland. Gas and/or charcoal grills are permitted if properly supervised and ventilated.
- E. **Minor Children** (under age 18 yrs.) in Riverland, Inc. are Shareholder's responsibility.
1. Children under age sixteen (16) must **always** be supervised by a responsible adult.
  2. Immediate family members who are under eighteen (18) years of age may not visit Shareholders for more than thirty (30) cumulative days in any six (6) month period. In extenuating circumstances, the Board may approve an extension.
  3. Children under age thirteen (13) must wear a life vest while in the marina area, docks, walkways, and/or on a boat. Violation of this rule could result in the termination of a boat owner's slip assignment.
  4. At the pool and at the shuffleboard courts, children under sixteen (16) must be always accompanied by a Shareholder or Permanent Resident. Children under age eighteen (18) may not supervise younger children.
  5. Bicycles, skateboards, roller-skates, running, etc., are not allowed in the club house, on the shuffleboard courts, nor in the pool or laundry room areas.
  6. Minor children under the age of eighteen (18) must always be accompanied and supervised by an adult when in the Health Club.
  7. **Golf Carts shall not be operated by anyone under the age of sixteen (16) even with an adult with them on the golf cart, for the safety of the guest and other residents.**

## XI. VEHICLES

- A. **Speed Limit & Traffic Signs** - The speed limit in Riverland is fifteen (15) mph for all vehicles. To keep our streets safe, it is up to walkers, bicyclists, motorists, and golf cart drivers to treat each other with care and respect. All must follow rules of the road.
- B. Everyone must observe all STOP signs and yield to any vehicle (car, truck, golf cart, bicycle, or handicap scooter) or pedestrian at any intersection. STOP at the ends of the numbered streets; Front and River Streets have the right-of-way.
- C. Bicycles and golf carts must ride with the flow of traffic, on the right side of the road.
- D. Side by side bicycle riding must be limited to two and must stay on the right side of the road.

## RULES AND REGULATIONS

- E. After sunset, head lights or safety lights must be used by all moving vehicles, bikes, and golf carts.
- F. **Attentiveness** - Drive with care due to the number of pedestrians, bicycle riders and golf carts. Be particularly conscience of those with hearing loss.
- G. **Identification of Shareholder Vehicles** - For security reasons, **all vehicles belonging to Shareholders and Permanent Residents must be identified with a Riverland Parking decal** on the left rear and right front car window. Vinyl clings are available in the Riverland Office. (“R” stickers used in the past are also acceptable.)
- H. **Parking** - All Shareholders must have Riverland Parking decal and park vehicles in driveway. Permanent residents and overnight guest vehicles are to be parked in authorized parking areas with appropriate Riverland Parking Passes on dashboard. Riverland, Inc. is not responsible for providing additional parking spaces for units.
  - 1. No street parking permitted overnight.
  - 2. One handicap parking spot and three parking spots by the Clubhouse will be designated for office visitor only parking during weekday hours (8 a.m.- 2 p.m.).
  - 3. Efforts must be made to park vehicles in Shareholder’s driveway. Street parking spaces and spaces by the Clubhouse shall be used only if the Shareholder’s driveway is completely occupied with motor vehicles.
  - 4. For overnight parking (10 p.m.-6 a.m.), all vehicles in Riverland should have either Riverland Parking stickers on front and back, or a Guest Parking pass from the office displayed on their dashboard. The guest parking pass must include the lot number and the date. **Unidentified vehicles risk security action** (i.e., towing).
  - 5. Vehicles must not extend out of the driveway and into the street.
  - 6. Riverland, Inc. is not to be used for visitor(s) or extended family members to park vehicles while away, such as to attend high school, go on a cruise, carpool, etc. Riverland is not a public parking area for anyone.
- I. **Parking in Another Driveway** - Any Shareholder parking a vehicle, golf cart, or boat in another Shareholder’s driveway must obtain written permission from that Shareholder by using the *Permit for Parking* form (see page 42). If the office does not have a copy of the written approval between both parties, the Shareholder leasing the lot will be notified of the situation. Riverland, Inc. is never responsible for any property damage because of parking in another person’s driveway, whether office has a form or not.
- J. **NO Parking on the Grass** - The parking or driving of any vehicle, including golf carts, is not allowed on any grassy area. Vehicles and golf carts are not to be parked nor driven on a Shareholder’s lawn nor any common areas. No vehicle is to have even two tires on the grass.

## RULES AND REGULATIONS

- K. **Parking for Day Visitors** - Visitors to the Park or anyone attending special events shall park their cars or vehicles in properly designated areas or along the numbered streets as instructed by the Shareholder he/she is visiting. No parking on River nor Front Streets.
- L. **Street Parking** - Vehicles and golf carts may park on 1<sup>st</sup> – 9<sup>th</sup> Streets for short periods during the daytime, which is defined here as 6 AM-10 PM. Please avoid **all-day** street parking.
1. Vehicles are NOT to be parked at any time on Front Street nor River Street (this includes service vehicles).
  2. From 6 AM – 10 PM golf carts are allowed to park on Front Street and River Street but must be parked on the same side of the street if more than one.
  3. If another vehicle or golf cart is already parked on the street, you must park on the same side of the street as that vehicle. Be mindful of emergency vehicles needing to maneuver in the park.
  4. Do not block the entrance or interfere with the access to any other driveway when parking on the street. Very important! Be conscious of people needing to back out of a driveway.
  5. Neither vehicles nor golf carts are to be parked on any street from 10 PM until 6 AM.
- M. **Contractors or Service Providers Parking** - Be sure to remind contractors and service providers of the parking rules in Riverland and ask that they comply.
- N. **Recreational Vehicles** - An RV will be permitted to be parked on a Riverland, Inc., street briefly, ONLY for active loading and unloading. No overnight street parking. Talk to a Board member for a location if you need a one night overnight for your RV before leaving for a trip.
- O. **Motorcycles (two or three wheel)** – Shareholders, Permanent Residents, and Short-Term Guests are not permitted to drive motorcycles within the park. Any visitor on a motorcycle must park the motorcycle in the spaces by the pool ONLY, and then walk to the destination. A parking permit is required for overnight parking.
- P. **Golf Carts** – Electric golf carts only; NO gasoline powered golf carts allowed. Only one golf cart per household, unless actively performing golf cart maintenance for another Shareholder. The operators must abide by all the motor vehicle rules and **shall not be operated by anyone under the age of sixteen (16)** regardless of who is riding with them.
- Q. **Securing Golf Carts** - In the Shareholders absence during the hurricane storm season (June 1 – November 30), golf carts must be secured to the carport floor. (*See XII.D*)
- R. **Signage on Vehicles** - Vehicles with visible signage or advertising driven by Shareholders, Permanent Resident or Guests may not be parked in Riverland overnight.

### XII. HURRICANE PREPARATION

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The intent of the items below is to expedite the preparation of the park in the event of a potential hurricane. A list of Hurricane Preparedness Approvers, listed by street and with their phone numbers, will be kept up to date and posted on the Corporate Bulletin Board in the Clubhouse.

**Riverland Inc. is in a mandatory evacuation zone.**

- A. Shareholders who are NOT in residence should have his/her unit prepared for hurricane season before leaving. Please verify your home has been properly secured by having the *Hurricane Preparedness Checklist (pg. 43)* signed by your street representative. Seasonal Shareholders please file this form **each year** before leaving for the season.
- B. Hurricane shutters and clam shells shall not be in place for more than five (5) days in advance of a pending storm and removed five (5) days after the threat or storm. **Hurricane shutters shall be taken down and clam shells raised while in residence.** If not, Fire Department will be notified; this is a safety precaution.
- C. As a last resort, if plywood is used as a hurricane shutter it must be painted and in good condition. You may not use any straps to secure the plywood.
- D. Golf carts, small watercraft, and all boats must be fully secured in carport with tie-downs during the threat of a hurricane and prior to departing for the season.
- E. Remove and secure all types of outdoor items such as planters, lawn ornaments, water hoses, grills, bicycles, propane tanks, outdoor furniture, potted plants, ornamental rocks, or shells, etc. Riverland, Inc. will dispose of any items left unsecured during an evacuation.
- F. If you are incapacitated in any manner, fill out a SPECIAL NEEDS FORM and mail it to: Martin County Emergency Mgt., 6000 SE Tower Dr. Stuart, FL 34997. Phone: 772-288-5694 or 772-287-1652. If evacuation is necessary, you will be notified by Martin County as to what time you will be transported to a shelter.
- G. Shareholders living in Riverland at the time of serious storm warnings must follow directions of the Martin County Emergency Management Team. Any Shareholder or resident refusing to comply with an evacuation order shall not hold Riverland, Inc., responsible in any way. Contact the Red Cross for a list of approved shelters 772-287-2002.
- H. To check on your property after a storm, call the Riverland office and leave your name, lot number, and a phone number. A Hurricane Preparedness Approval Team member will check your home and return your call as soon as possible.
- I. **The Clubhouse shall not be used as a shelter as it is within the flood zone** and will be closed and secured in the event of a serious storm or hurricane. Riverland, Inc. is not responsible nor liable if this rule is violated.

## RULES AND REGULATIONS

- J. For your safety, owning a battery-operated weather radio is recommended.



Riverland Amenities

XIII. CLUBHOUSE

- A. The clubhouse is for the use of all Shareholders. Management of the clubhouse is the responsibility of the Social Club President. Ultimately, the Board has overall authority.
- B. Exclusive use of the clubhouse is available to Shareholders and other Riverland club events by reservation, provided such use does not conflict with any Riverland, Inc. functions or regulations. Advance written request, **along with a \$50 refundable deposit**, must be submitted to the Social Club President. If the President is not available, then requests are to be placed in the social club mailbox in the clubhouse. Approval shall be granted unless there are extenuating circumstances. After approval, the reservation will be posted on the calendar on the Social Club bulletin board in the clubhouse.
- C. ~~Riverland, Inc. is not liable for alcohol consumption. If alcohol is being served at any function, individual or club serving MUST have their own liability insurance and provide proof of such insurance to the office PRIOR to the event. If event is BYOB, no liability insurance is required.~~
- D. The refundable deposit required for exclusive use of the clubhouse is currently fifty dollars (\$50.00), however, this deposit may be increased based on the type of event and is subject to change by order of the Board.
- E. All Shareholders/Clubs using the clubhouse for functions will be responsible for:
  - 1. Furnishing their own supplies if it is a private event.
  - 2. ~~Providing proof of liability insurance if alcohol is being served.~~
  - 3. Leaving the dining room and kitchen in a clean and orderly fashion (i.e., reset chairs and tables, remove trash, sweep, and mop floor, etc.).
  - 4. If all the above are completed, the deposit will be refunded. This is determined by the Social Club President or a representative from the Social Club Board.
  - 5. If the Social Club Board discovers damages or if the clubhouse is left in an unacceptable condition, the deposit is forfeited and additional cleaning fees and/or repair costs will be billed to the Shareholder.
- F. **Oven or stove cooking is not to be unattended.** Shareholder will forfeit deposit and use of clubhouse if the stove or oven are on without someone present. This applies to the oven cleaning mode also. This does not apply to electrical appliances such as the coffee pots or slow cookers.

XIV. SHUFFLEBOARD COURTS and EQUIPMENT

The courts are for the use of all Shareholders and guests in accordance with the following rules established by the Riverland Shuffleboard Club and approved by the Riverland Inc. Board of Directors:

- A. Hours of play are from 6 a.m. to 10 p.m.

## RULES AND REGULATIONS

- B. All Shuffleboard Club commitments such as league play, round robin, blue and white tournaments, etc., shall have priority over private usage.
- C. Any activities requiring the use of more than two courts shall require the approval of the Riverland Shuffleboard Club Officers, and such approval must be posted on the Shuffling bulletin board at least (2) days prior to the date and time of such activities.
- D. No food or drink is permitted in the court area.
- E. Riverland provides necessary equipment including sticks, disc, brooms, wax, chalk, erasers, etc., as may be required. None of these items should be removed from the shuffleboard court area.
- F. All equipment must be handled with reasonable care.
- G. There shall be no hard shooting.
- H. Courts must be swept, and discs properly waxed before starting play.
- I. Any children under sixteen (16) must be accompanied by an adult resident. Children under eighteen (18) may not supervise minor children.
- J. Bicycles, skateboards, roller skates, running, walking, etc. are not allowed on the shuffleboard courts under any circumstances.
- K. All equipment must be put away when play is completed. Last person(s) using the courts shall see that everything is secure, and the lights are turned off.

### XV. RIVERLAND HEALTH CLUB

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- A. Riverland Health Club is for the enjoyment of all Riverland, Inc. shareholders, residents, and guests over the age of eighteen (18).
- B. The use of the Health Club and exercise equipment is at the risk of the individual. Neither the Board of Directors nor Riverland, Inc., shall be held responsible nor liable should injury or accident occur while a shareholder, resident, or guest is using the Health Club or equipment provided therein.
- C. Minor children, under the age of eighteen (18), must **always** be accompanied and supervised by an adult when in the Health Club.
- D. Any weights added to exercise equipment must be removed before leaving.
- E. When an individual has finished using a piece of equipment, it is to be wiped down thoroughly.
- F. All exercise equipment is to be kept in the equipment room and not taken elsewhere.
- G. Lights and air conditioner must be turned off when leaving. We all pay for wasted electricity.

### XVI. SWIMMING POOL

- A. The swimming pool is for the use of all shareholders, residents, and guests in accordance with the posted rules approved by the State of Florida and the Riverland Inc., Board of Directors. Shareholders and residents should remind guests if they are not obeying these rules.
- B. The temperature of the pool will be kept at approximately 86 degrees. The pool is covered by the Director in charge of the pool when outside temperature warrants and it is NOT to be uncovered by residents. If use of the pool is desired **when cover is on**, contact the Pool Director, a Board member of Riverland, Inc., or the Maintenance Manager to remove the cover.
- C. **No entering pool area when the cover is on the pool as gate will be locked per Florida law.**
- D. No lifeguard is ever on duty. Use of the pool and pool area is at your own risk.
- E. The following rules are posted at the pool. Please be advised, violation of any of these rules could cause the Martin County Inspector to close the pool.
  - 1. Capacity of the pool is 14 persons.
  - 2. Permitted hours of use are designated on the large sign in the pool area.
  - 3. Person must shower before entering pool and again before entering each time suntan oil or lotion has been applied.
  - 4. No breakable containers within fenced area of pool.
  - 5. No food in the pool.
  - 6. No loud radio or other electronic instrument playing.
  - 7. No electrical appliances, only battery-operated appliances, inside the fenced area.
  - 8. No running, ball playing, pushing, horseplay, scuba gear, noisy or hazardous activity permitted in pool area. Please hold your grandchildren accountable to this rule.
  - 9. No diving or jumping in the pool.
  - 10. No large flotation devices allowed in pool (rubber tubes, lounges, etc.).
  - 11. Minor children under age sixteen (16) must be accompanied by an adult. Children under eighteen (18) may not supervise minors.
  - 12. Cover pool furniture with a towel before using.
  - 13. Clean pool area by properly disposing of towels, cans, paper goods, etc.
  - 14. Return pool furniture to designated area and close umbrellas.
  - 15. No soap or shampoo is to be used in the pool or shower area.
  - 16. **NO SMOKING inside the fenced pool area.**

### XVII. MARINA

Riverland Shareholders using boat ramp without leasing a slip must provide the office with proof of registration and insurance and pay a ramp use fee of \$10/month plus tax which also gives boat owner access to the cement slab to wash or do work on the boat provided they are on the scheduling calendar.

The Marina is intended for the use of Riverland Shareholders and enjoyment of Riverland families and friends. These Rules and Regulations are for the purpose of protecting Shareholders, their property, and their guests from injury, damage, and/or loss. Therefore, these rules shall be followed without deviation. Non-compliance could jeopardize the use of the Marina.

- The Riverland Board of Directors selects a Marina Director.
- All marina business is conducted through the Marina Director.

The **Marina Director** has the following responsibilities:

1. Receive applications for boat dockage, assign slips, and maintain waiting lists.
2. Maintain all records for slip assignments and keep information current
3. Retain current insurance and registration documents for each boat.
4. Oversee temporary guest dockage (request must be made in advance).
5. Oversee use of calendar and cement pad on east end of garage.

A Marina Committee is approved by the Riverland Board and is established to make recommendations to the Marina Director who brings suggestions to the Board of Directors for a vote, if required. The Marina Committee does **not** have authority to approve anything.

The **Marina Committee** shall:

1. Monitor general appearance of the marina area and individual boats.
2. Monitor safety and condition of the marina area.
3. Report any repairs needed or rule violations to the Marina Director.

Maintenance Manager generally oversees parking and moving of boat trailers.

#### A. USE OF MARINA

1. **Riverland Marina** – Boat slip use of the Marina is a privilege, not a right, and requires an additional monthly fee. The boat slip use of the marina can be revoked for non-compliance *to any Riverland rule* as determined by the Board of Directors.
2. **Slip Eligibility** – To be eligible for a boat slip, a Riverland Shareholder must be current in all fees and have no outstanding non-compliance issues. Furthermore, the Shareholder must have current registration and boat insurance. Copies of documents must be given to the Marina Director and/or Office Manager prior to the boat entering Riverland property.
3. **Assigning Slips** - Slips are assigned by the Marina Director **only**. Proper paperwork and procedure are required to receive a slip. Slips are not transferable with the sale of the assignee's

## RULES AND REGULATIONS

home or boat and are not appurtenant to the assignee's home. Shareholders may not "give" nor "loan" their slip to anyone else.

4. **Short Absence of Shareholder during hurricane season** (*see XII.D, page 23 and pg. 33*) - When Shareholder is away less than a week, he/she is required to furnish a written statement to the Marina Director or Office Manager providing the name and contact information of the Riverland Shareholder/Resident who will be in residency and will be responsible for looking after their boat during emergencies, such as hurricanes or other severe weather conditions. This written statement signed by the Shareholder must be kept on file in the office and updated yearly. More than a week away during hurricane season requires boat to be taken out of marina.
5. **Written Cancellation Required** - Any Shareholder forfeiting a dock slip must notify the Marina Director and/or Office Manager in advance in writing. The Shareholder will be financially responsible for the slip fee until Riverland, Inc. receives such paperwork.
6. **Partial Month Refund** - No refunds for partial use (pro-rated) and/or cancellation of the terms and conditions of assigned dock slip after the first (1<sup>st</sup>) of each month.
7. **Shareholder Owned Boat in Slip** - Only boats owned by the Riverland Shareholder Assignee may be stored in the slip except for temporary assignments or boat guests.
8. **Behavior / Noise** - Any time the boat is in use, the boat owner is held responsible. Behavior by all persons walking to and from or on board is not to be loud, obscene or in other ways disturbing to others. No overnight guests may sleep in the boat in the marina. Operating a boat when intoxicated is not tolerated. Shareholder is responsible for the actions and behavior of guests.
9. **Children at the Marina** - Children under sixteen (16) years must be always in the close supervision of an adult. Children under thirteen (13) years must wear a life vest while in the marina area, on walkways, docks and/or on a boat.

### B. SLIP ASSIGNMENT

1. **Marina Slips** - All slips in the Riverland Marina are owned by Riverland, Inc. and are assigned to Shareholders by Marina Director only. At any time, for the benefit of both Riverland and boat owners, the Marina Director has the authority to re-arrange slips to maximize usage.
2. **Assignment of Slips** - All assignments are **made only** by the Marina Director and are based upon the length of the boat as stated on the registration. You may NOT sublet your slip nor offer it to someone else when you are not using it. Slips are not transferrable with the sale of the owner's home or boat and are not appurtenant to the owner's home. (*See XVII.A.3*)
3. **Slip Payments** - All slip payments are required monthly in advance. Nothing is pro-rated.
4. **Only Shareholders May Apply for Slips** - Slips are available monthly, if the person applying for such privilege remains a Shareholder of Riverland, Inc.

## RULES AND REGULATIONS

5. **Lease Agreement Renewal** - Any boat slip agreement signed by the Lessee and Riverland, Inc. will remain in the Corporation's files, unless terminated by Lessee in writing or Riverland, Inc. as stated in the agreement.
6. **Proof of Boat Registration and Insurance** - Upon the anniversary of the boat registration and/or boat insurance, boat owner must submit current records to the Riverland Office. Lack of required proof is a violation of Riverland Marina rules and is subject to a Letter of Non-Compliance. Non-Compliance could result in forfeiture of slip.
7. **Motor/Engine** - All boats assigned a slip must be equipped with a working motor/engine. This is critical during mandatory evacuation and is non-negotiable.

### C. WAITING LIST

1. **Slip Accommodations** - If a Shareholder already has a boat and Riverland, Inc., cannot provide the Shareholder with a slip that accommodates such boat, then the Shareholder's name can be placed on a waiting list. The order of the list is based solely upon the date requested. Boat may NOT be stored in Riverland, Inc., while waiting for a slip assignment.
2. If a Shareholder does not yet have a boat but intends to purchase one when a slip becomes available, their name may be placed on the waiting list.
3. Shareholder **has 24 hours** to accept the slip when it is offered. When accepted, payment begins immediately, and Shareholder has 45 days to purchase a boat. If boat is not purchased within 45 days, slip becomes available to next person on the list.
4. **Refusal of Slip** - If a Shareholder refuses the offer of a slip assignment or does not give an answer within 24 hours, he/she must either remove their name from the waiting list or go to the bottom of the list.
5. **Special Waiting List** - The Special slip waiting list is designed for Shareholders with a special request on slip sizes (width and/or length) or wishes to change location of the slip assignment.

### D. VACANCY PERIOD/TEMPORARY SLIP

1. **Slip Fees During Summer Months** - Although a boat may be removed from slip during summer months, marina fees must continue to be paid if the slip is to be retained. In the event an assigned slip is unoccupied by a boat, the Assignee shall continue to pay the required fee plus sales tax for the empty slip. (Regular or Premium)
2. **Vacancy Period** - During any slip vacancy period, Riverland, Inc., has the authority to assign such slip on a temporary basis, with a specific date of expiration. Temporary assignee must vacate the slip promptly when the agreement expires. The fee for that slip will also be charged to the temporary Shareholder according to their boat registration.
3. **Insurance and Registration** - The Temporary Assignee must also provide office with a copy of current liability boat insurance and boat registration before they can launch their boat.

### E. LAUNCHING RAMP

1. Riverland Shareholders using boat ramp without leasing a slip must pay a ramp fee of \$10/month plus tax and provide proof of insurance and boat registration. This also gives the right to schedule time on the cement slab (use calendar) to wash or work on the boat.
2. For liability reasons, the boat launching ramp and ramp area are to be used only by Riverland Shareholders who have provided proof of registration and insurance. Guests may only use these facilities at the discretion of the Marina Director or another Board member. Fee is required.
3. Boats are not to be left unattended nor worked on in the boat ramp area without specific permission from the Marina Director or another Board Member.
4. Barnacles and salt water may be pressure washed off the boat at the ramp.
5. A Shareholder whose guest is arriving by boat and visiting for any length of time must check in with the Marina Director. If the Marina Director is absent, Shareholder must contact another Board Member or the Office Manager.
6. It is the responsibility of the boat owner to launch and/or remove own boat from the Marina.

### F. BOAT TRAILER PARKING

1. Lot #191 is for empty boat trailer parking for marina slip holders only. The Shareholder's lot number must be clearly marked on each trailer. Non-compliance could result in forfeiture of slip.
2. At **no time** are boats to be stored on their trailer and kept in trailer storage without permission from the Marina Director.
3. It is the responsibility of the Shareholder to move and/or park the boat trailer with permission.

### G. WALKWAY/DOCKS

1. Riverland, Inc. will provide walkway docks with one dock for every two boats. Walkways are to always be kept clear, particularly of excess lines, hoses, boxes, maintenance equipment, etc.
2. All dock ladders and the location of such ladders must be pre-approved by the Marina Director **prior** to installation. Only stainless steel or marine grade aluminum ladders will meet the standards for Riverland (for example, West Marine<sup>®</sup> dock ladders).
3. Once approved for installation and the proper location for the ladder has been determined, the following specifications for installation must be carried out:
  - a. All bolts, nuts, and washers must be stainless steel
  - b. The underside of the dock must be protected with a plate at least ¼ inch thick and made of either aluminum or starboard.

## RULES AND REGULATIONS

4. The Marina Director will have the authority to periodically inspect all dock ladders in our marina to confirm they meet our standards, are properly maintained, and pose no hazard to other boaters and guests. Any ladder not in compliance will be removed if not brought into compliance in a timely manner.
5. No alterations or additions may be made to a slip or dock without first filling out a *Marina Alteration* Form and having it approved by the Marina Director.
  - a. Upon release of altered slip, the assignee will donate such alteration or addition.
  - b. The assignee shall be responsible for all costs involved to restore or repair any unauthorized alterations or additions not approved by the Marina Director.
6. Parking on the paved strip north of the Marina is for brief loading/unloading only. Do not leave vehicle there while out on boat.
7. Damage to pilings or docks by improper mooring, careless operation, or accident shall be the financial responsibility of the boat owner, whether Shareholder or guest.

### H. DOCK BOXES

1. Only white dock boxes (4-6 feet in length) approved by the Marina Director are permitted in the Riverland Marina. All dock boxes must have the Shareholder's lot number and slip number on them, and be free and clear of any mold, mildew, or dirt.
2. When leaving for the summer or during a threat of an upcoming Hurricane, Shareholders must remove all dock boxes from the Marina.

### I. PREMIUM SLIPS

1. Premium slips are #17-24 inclusive. Lessees of premium slips pay monthly assessment fees plus sales tax, based on the length of the boat as stated on the registration.
2. Minimum length for boats in premium slips #17-24 is twenty-three (23.0) feet.
3. There is a maximum length of twenty-eight (28.0) feet zero inches for boats that are docked in premium slips.
4. A Shareholder assigned a premium slip and does not yet have a boat, shall pay the minimum fee for a twenty-three-foot (23.0') boat plus sales tax for a maximum of forty-five (45) days.
5. If a boat has not been acquired by the Shareholder within forty-five (45) days of assignment, the slip will be re-assigned by the Marina Director, and the Shareholder's name will go to the bottom of the list.



### J. REGULAR SLIPS

1. Regular Slips are #2-16 and #25-40 inclusive. Lessees of regular slips shall pay a monthly assessment fee plus sales tax based on the length of the boat as stated on the registration.
2. Maximum length of less than twenty-three feet (23') for boats to be docked in regular slips. Minimum fee for a boat is based upon 18', even if boat is less than 18 feet.
3. The Shareholder who is assigned a regular slip and does not yet have a boat, shall pay the minimum fee for an eighteen (18) foot boat plus sales tax for a maximum of forty-five (45) days.
4. If no boat within forty-five (45) days of assignment, the slip will be re-assigned by the Marina Director, and the Shareholder's name will go to the bottom of the waiting list.

### K. SMALL WATERCRAFT STORAGE

1. Dinghies, canoes, kayaks, or other small watercraft must be neatly secured in the provided racks located near the garage.
2. ALL small watercrafts must **display an identifying sticker indicating the Shareholder's lot number**. Proof of ownership must be registered with the office. Small watercraft stored on the rack is NOT permitted to have any type of motor.
3. Storage of the above watercraft will be on a first come first serve basis and a slot will be assigned to a Shareholder. Any empty slots may be used **as authorized** by the Marina Director.
4. During hurricane season (June 1<sup>st</sup> - Nov. 30<sup>th</sup>), if the Shareholder is going to be away for more than seven days, Shareholder must secure vessel with tie downs in carport, put it inside a screened-in porch, or preferably inside the home. If a hurricane is imminent, all small watercrafts must be placed in home or secured in carport.

### L. CEMENT SLAB EAST OF GARAGE

1. **The scheduling calendar posted to the left of the double doors must be used for all activity on the cement slab located at the east end of the maintenance garage.**
2. Use of the cement slab should be scheduled in advance to pressure wash, paint, varnish, or make repairs on boat for a period of up to six (6) days out of season (May 15 – September 29), and for a period of up to four (4) days in season (September 30 – May 14) unless an extension is given by the Marina Director.
3. No overnight visitor or guest parking permitted at the maintenance garage unless given prior approval by Marina Director or another Board Member.
4. During hurricane evacuation, all boats on the cement slab must be moved and secured according to Riverland, Inc. Rules and Regulations (*pgs.23 and 33*) and the lease agreement.

## RULES AND REGULATIONS

5. When dealing with any hazardous waste, Shareholders must follow all federal guidelines.
6. No one may sleep or otherwise inhabit a boat while parked on Lot #191 or in the areas east or west of the garage. The same limitations apply for a boat under repair or moored in a slip. Living on board any boat on Riverland, Inc. property is strictly prohibited.

### M. DEATH of BOAT SLIP ASSIGNEE

1. Upon the death of a slip assignee, if the co-shareholder has intentions of keeping the boat and slip, and is legally entitled to do so, he/she shall have forty-five (45) days to transfer the boat title, registration, and slip agreement into their name, or they will relinquish the slip.
2. If the co-shareholder puts the boat up for sale, he/she shall continue to pay for the slip. When the boat is sold, it must be removed immediately from the slip. Shareholder must then file a *Forfeiture of Slip* form with the Marina Director to be released from financial obligation.

### N. SALE of BOAT

1. **Immediate Removal of Sold Boat / Retention of Assigned Slip by Seller** - When a boat is sold, it must be removed immediately from the marina, and it shall not remain on Riverland property. In the event of a sale of a boat by a Riverland Shareholder to another Riverland Shareholder, the original owner of the boat continues to hold the assigned slip. The slip does not go with the boat when the boat is sold. The purchasing Shareholder must apply for a slip or, if already on the waiting list, must wait for a slip assignment.
2. If the Assignee of the slip does not purchase another boat within forty-five (45) days, the slip becomes available to the next person on the waiting list.
3. When the sold boat has been in a premium slip, if the Assignee of the slip purchases a new boat less than 23 ft., he/she must forfeit the premium slip and be moved to a regular slip when one becomes available.
4. If the Shareholder's registered boat is sold, and a new boat is purchased, all new paperwork must be submitted to the Riverland Office before the new craft can be moored.
5. If a partnership is formed for boat ownership, both parties must be Riverland Shareholders. Both Shareholders' names are required on the boat registration.

### O. HURRICANE SEASON (*also see page 23*)

1. All boats and small watercraft must be removed from the marina area during a mandatory evacuation. Non-compliance **will** result in forfeiture of slip.
2. In the event of absence of the boat owner during a mandatory evacuation, the responsibility for the boat remains with the boat owner, not an appointee.
3. During a mandatory evacuation, **neither** the cement slab nor the parking area east or west areas of the garage shall be used for trailered boat parking.

## RULES AND REGULATIONS

4. During a mandatory evacuation, all dock boxes, hoses, and loose items must be removed from the Marina. Nothing should remain which can become airborne.

### P. BOAT IN DRIVEWAY

1. **At no time** shall maintenance on boats or boat trailers be done in a Shareholder's carport. The cement slab east of the garage is for this purpose. *(See page 32)*
2. Shareholders are responsible for placing and securing their own boats into their own driveway.
  - a. The boat placed in a driveway must be entirely covered by the carport roof (not including tongue of trailer), otherwise the boat must be stored outside Riverland.
  - b. The boat shall be secured to Shareholder's cement carport with a minimum of three (3) tie down points. Two (2) at the stern and one (1) at the bow, with adjustable turn buckles or ratchet straps.
  - c. Street Hurricane Preparedness Approver will confirm preparation is done correctly.
3. During Hurricane Season, a boat may be in a driveway for prolonged time, if the car can also fit into the driveway without extending into the street.
4. Due to limited spare parking spaces in the park, upon returning to Riverland after November 30, the boat owner will have up to five (5) days to remove boat from the driveway. However, the Shareholder may not have any part of the boat nor other vehicles in the driveway extending into the street.

### Q. MARINA ELECTRICAL SERVICE

1. Due to the fact the Marina has 20-amp electrical service, it shall not be used to operate air conditioners, refrigerators, nor any other household appliances, nor for charging golf carts. **Marina electric is to be used only for operating electrical tools or charging boat batteries.**
2. The use of the electrical equipment in damp or wet areas can be extremely hazardous. All electrical tools, extension cords, and other equipment should be Underwriters Laboratories® approved and must be grounded. No electrical device is to be left unattended at the marina.
3. Electrical cords are never allowed in the water.

### R. PAST DUE INVOICES, INSURANCE, and REGISTRATION

1. Shareholder who becomes 30 days in arrears on a boat slip obligation (i.e., fees, updated registration, and insurance papers) will be sent a "Notice of Non-compliance" giving them thirty (30) days to become current.
2. After sixty (60) days, a Shareholder who has not made his/her account current **will forfeit the slip**. The Shareholder's boat will be removed on the sixty-first (61) day. Riverland will have the boat towed at the Shareholder's expense plus storage charges.
3. This Shareholder will not be eligible to obtain another slip for one year from date of removal.

### XVIII. COMPLIANCE PROCEDURES

The Riverland, Inc., Board of Directors, as the Shareholder-elected officers of Riverland, Inc., has general powers to enforce rules, regulations, by-laws, covenants, restrictions, or agreements to fulfill all the purposes for which Riverland, Inc. is organized. Therefore, the Board establishes the Riverland Compliance Procedures which are in alignment with the Florida Statute 719.303.

The Compliance Procedures are to assure reasonable notice and due process for a shareholder, permanent resident, or guest to resolve a compliance problem. This procedure also assists Riverland, Inc., by indicating a timeline for providing a shareholder, permanent resident, or guest with required notices. In addition, this documentation would be required should legal action become necessary by Riverland, Inc. to obtain compliance.

*All shareholders, permanent residents, and guests have a legal responsibility to adhere to the restrictions contained in the Proprietary Lease, Articles of Incorporation, the Riverland, Inc., By-Laws, and these Rules and Regulations of Riverland, Inc., and shall held accountable as such.*

#### **Step 1: NOTICE of INITIAL REQUEST to REVIEW RIVERLAND, INC. RULES and REGULATIONS** (see page 39)

The Board will send a written notice by e-mail, USPS mail, or hand delivery to the Shareholder describing an alleged non-compliance problem. Upon receipt of this notice, the Shareholder will have a specified number of days to respond. Shareholder may contact the Compliance (*Building & Grounds*) Director and/or the Board indicating the problem cited has been corrected, to present a plan or statement as to how and when the problem will be corrected, or to dispute in writing the non-compliance notice.

#### **Step 2: NOTICE of FINE for NON-COMPLIANCE with RIVERLAND, INC. RULES AND REGULATIONS** (see page 40)

If the alleged non-compliance problem is not resolved under Step 1, the Board will mail, or hand deliver a “NOTICE OF FINE” to the shareholder, permanent resident, or guest. This “NOTICE” alerts the Shareholder that Riverland, Inc. intends to impose a fine for the violation pursuant to statutory requirements for fining process (FS 719.303) in the amount of \$50 according to the Fine Schedule (*page 37*) and explains the right or the shareholder, permanent resident, or guest to attend a scheduled hearing, make an oral presentation, and present documentation for examination. The shareholder, permanent resident, or guest then has two options: (1) pay the fine and correct the non-compliance issue **or** (2) attend the scheduled hearing.

A Hearing Committee has been established by resolution of the Board according to provisions set forth in Riverland by-laws Section 9.G. Hearings are conducted by at least three members drawn from the Hearing Committee who meet the requirements of Florida Statute 719.303(3)(b) and the Riverland By-laws.

**The purpose of the hearing is limited to determining whether to confirm or reject the fine levied by the Board for an alleged non-compliance to the rules and regulations pursuant to statutory requirements for fining process (FS 719.303).**

If the committee members present in the hearing **do not approve** the proposed fine, the fine may not be imposed. If the committee members present in the hearing **do approve** the proposed fine, fine payment is due five (5) days after the hearing is concluded. All hearings, to include and discussion on any oral presentation and/or examination of any documents, are to be concluded within three (3) working days. All hearing results are to be documented and distributed as outlined in the Riverland By-laws.

**Step 4: SUSPENSION of RIGHTS (see page 40)  
for DISREGARDING RULES or NON-PAYMENT of FINES**

If a shareholder, permanent resident, or guest refuses to follow rules, disregards rules more than three (3) times, OR is delinquent by more than ninety (90) days on payment of the monetary obligation due, the Board may suspend the right of the shareholder, permanent resident, or guest to use amenities within the park including the club house, pool, shuffleboard courts, marina, and the river front park; furthermore, Shareholder's voting rights may also be suspended.

These actions require a properly noticed Board meeting and vote. If suspension of rights is approved, the association must notify the shareholder, permanent resident, or guest in writing.

**Step 5: FORFEITURE OF SHARES**

In the event a shareholder, permanent resident, or guest accumulates more than \$5000 in additional fees (see page 4), this will be considered an egregious violation. Egregious violations may result in the forfeiture of the Shareholder's Riverland, Inc. shares and removal of their unit from Riverland, Inc. grounds as per Riverland, Inc. By-Laws, Article X, Section 5.

### **XIX. FINE SCHEDULE for NON-COMPLIANCE**

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1. **First Offense: \$50/violation** after expiration of days to respond indicated on the *Initial Request to Review Rules and Regulations*.
2. **Second offense or more: \$50/violation as per item 1 above**
3. **After hearing**, if fine is imposed, non-payment and/or not bringing the matter into compliance, **\$50 daily fine** until reaching \$1,000, then further action will be taken. (See step 5 above)

# FORMS

Page 38 ... Initial Request to Review Rules and Regulations

Page 39... Notice of Fine for Non-Compliance

Page 40 ... Suspension of Rights

Page 41 ... Approval to Park in Driveway

Page 42 ... Hurricane Check List

Page 43 ... Key to be Used in an Emergency

RULES AND REGULATIONS

3500 S. Kanner Hwy  
Office  
Stuart, FL 34994



Office: (772) 287-8811  
Fax: (772) 287-2102  
[riverlandin@comcast.net](mailto:riverlandin@comcast.net)  
[www.riverlandstuart.com](http://www.riverlandstuart.com)

**NOTICE OF INITIAL REQUEST TO REVIEW**  
**THE RIVERLAND, INC. RULES AND REGULATIONS**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ LOT: \_\_\_\_\_

This is notice that you are in non-compliance. We wish to bring to your attention the following, as specified in:

Rule(s) # \_\_\_\_\_ page \_\_\_\_\_

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Upon Receipt of this NOTICE, you, as a shareholder, permanent resident, or guest, have \_\_\_\_\_ calendar days, to contact the office indicating you have received this letter and what your intentions are, OR present a plan in writing on how and when the problem will be corrected, OR provide in writing to the Board why the Rules and Regulations do not apply to you and your situation.

The Board of Directors will notify you of their decision.

The Compliance Procedures are found in the Rules and Regulations pages 35-36.

Respectfully,  
Riverland Board of Directors

## RULES AND REGULATIONS

3500 S. Kanner Hwy  
Office  
Stuart, FL 34994



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Fax: (772) 287-2102  
[riverlandin@comcast.net](mailto:riverlandin@comcast.net)  
[www.riverlandstuart.com](http://www.riverlandstuart.com)

### **NOTICE OF FINE for NON-COMPLIANCE**

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_ LOT: \_\_\_\_\_

- This NOTICE alerts you that Riverland, Inc. **is imposing a fine** in the amount of **\$50.00** for the noncompliance problem cited in the NOTICE sent to you by the Board of Directors on \_\_\_\_\_ (copy attached). You may immediately pay the fine, correct the violation and end the process without a hearing. All payments of fines are to be made payable to *Riverland, Inc.*

#### **However,**

- Florida Statute 719-303(3)(b) requires Riverland to afford you “an opportunity for a hearing before a committee of at least three members appointed by the board”. You may make an oral presentation and present documentation during this hearing.

For your convenience, a hearing has been scheduled for this matter on \_\_\_\_\_ at \_\_\_\_\_ AM/PM in the Riverland Clubhouse. Should you need to reschedule or choose not to exercise your opportunity for a hearing, please advise the Riverland office in writing as soon as possible.

*Note: The purpose in conducting this hearing is limited to determining whether to reject or confirm the fine levied by the Board. If the former, the fine may not be imposed. If the latter, payment of the fine is due five (5) days after the date the decision from the hearing is reached. Additional information on the purpose of the hearing may be found in the Riverland By-laws and page 36 of the Riverland, Inc. Rules and Regulations.*

**This matter requires your immediate attention. Unless promptly addressed, additional penalties can be imposed including but not limited to loss of access to Riverland common areas and facilities, and, for shareholders, the suspension of your voting rights.**

The Compliance Procedures are found in the Riverland Bylaws, Rules and Regulations, and other corporate documents that form the covenant between you and Riverland, Inc.

Respectfully,

Riverland Board of Directors



## RULES AND REGULATIONS

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Office  
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### **SUSPENSION OF RIGHTS**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ LOT: \_\_\_\_\_

YOU are now ninety (90) days delinquent in paying a monetary obligation (fine and additional fees) in the amount of \$ \_\_\_\_\_ for the non-compliance problems cited in the notices sent to you by the Board on: \_\_\_\_\_ (copies attached).

Failure to pay the monetary obligation immediately may result in the **suspension of your rights** to the common areas in the park such as the club house, pool, shuffleboard courts, marina, and river front park. Furthermore, for shareholders, your voting rights may also be suspended.

This decision will be made by the Board of Directors at the meeting on \_\_\_\_\_ at \_\_\_\_\_ AM/PM in the Club House.

**The suspensions will only be lifted when the monetary obligations are paid in full, and the current non-compliance problem is corrected.**

Compliance Procedures are explained in Rules and Regulations, pages 35-36. If you have any questions regarding this notice or the community restrictions or the Rules and Regulations, please contact the office manager to speak with a member of the Board of Directors.

Please note, if fines and additional fees should accumulate to more than \$5,000.00, you may be required to forfeit your shares of Riverland, Inc., and have your unit removed as per the 2021 Riverland, Inc., Rules and Regulations on page 36.

Respectfully,  
Riverland Board of Directors

# Approval to Park Vehicle in Driveway



Date: \_\_\_\_\_

I \_\_\_\_\_ authorize \_\_\_\_\_  
(Shareholder Name) (Owner of Vehicle)

to park in my driveway which is Unit# \_\_\_\_\_

from this date \_\_\_\_\_ to this date \_\_\_\_\_.

### The type of vehicle is a

- Boat/Trailer Registration \_\_\_\_\_
- Automobile Tag number \_\_\_\_\_
- Golf Cart Color \_\_\_\_\_

The Owner of the Vehicle will not hold the owner of the Unit responsible for any damages to the Vehicle. The owner of the vehicle will be responsible for any damages to the Shareholder’s unit as a direct result of the Vehicle being parked in the driveway.

It is the responsibility of the **Owner of the Vehicle** to secure the Vehicle according to the Riverland, Inc. Rules and Regulations.

**Unit Owner Name Signature** \_\_\_\_\_

**Vehicle Owner Signature** \_\_\_\_\_

REQUIRED BEFORE LEAVING FOR SEASON EACH YEAR



Hurricane Checklist

LOT# \_\_\_\_\_

Initial Exterior Check:

YEAR \_\_\_\_\_

- Windows are all **CLOSED**.
- Storm shutters are **CLOSED** and **SECURED**.
- All objects moved inside including: **All flowerpots, trash cans, recycle bins, furniture, bicycles, gutter downspout extenders, water hoses, grills, loose bricks/rocks/stones, propane tanks, and any other object that could be blown.**
- Water is **TURNED OFF** at the back of the home.
- Boat and golf carts are **SECURED** according to Riverland's Rules & Regulations.
- Propane gas tank **TURNED OFF** and **SECURED**.

**Date Leaving Riverland** \_\_\_\_\_ **Estimated Return Date** \_\_\_\_\_

Print name and phone number of **person** responsible for your unit when/if you leave Riverland.

Printed Name \_\_\_\_\_ Phone# \_\_\_\_\_

**Designated Person's Signature**

\_\_\_\_\_

Best number to call to update after Hurricane/Storm:

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Name: \_\_\_\_\_

**Signature of Shareholder:**

\_\_\_\_\_

*I certify by signing below that the CITY WATER is turned off and the Shareholder has vacated.*

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Approver, please **RETURN THIS PAGE** after signatures to Riverland's office.

# Keys to Unit Used in Emergency Situation



Shareholder Name \_\_\_\_\_ Lot \_\_\_\_\_

Per Riverland’s February 15, 2019, Annual Meeting, Shareholders voted to require a key to each unit always remain in Riverland. This is to be used only in emergency situations. These types of emergencies are fire, death, water leaks, flooding, wind damage, alarms sounding or any other life threatening or property threatening situations.

Before accessing the unit, the emergency contact for the unit owner listed in the Riverland, Inc. office files would be contacted. If no immediate answer or response, then Riverland Board of Directors member or Riverland, Inc. employee (this requires two persons) or a Shareholder designated by you, may enter the unit in the event of such as emergency.

**You have two options for leaving a set of entry keys in Riverland. Please check one:**

- Option 1 – Leave the key in the office. It remains locked in a file cabinet with access by only the Board Members and the Office Manager.
- Option 2 – Authorize a person in Riverland to maintain a key and have it available when you are NOT in Riverland.

I authorize \_\_\_\_\_ who has a key to my Unit and will enter in case of an emergency.  
(Print Name)

The authorized person agrees by signing below:

I, \_\_\_\_\_ agree to maintain a key to **Lot** \_\_\_\_\_ and understand I have the authority and am willing to enter the unit in an emergency after attempting to contact the owner.

I, the owner of unit on **LOT** \_\_\_\_\_, understand that if my locks are changed or I designate a new person, I am responsible for notifying the Riverland, Inc. Office.

**Signature of Owner** \_\_\_\_\_ **Date:** \_\_\_\_\_