

# **RULES AND REGULATIONS**



**OF  
RIVERLAND INC.  
3500 S. KANNER HWY. OFC  
STUART, FL**

May 15, 2017

RIVERLAND, INC.  
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## **RULES & REGULATIONS**

### **FORWARD**

For many of us, this style of living is a new way of life. All the Common Areas, including the recreational facilities, are for the benefit and enjoyment of all. Our goal is to uphold cordial interactions and to maintain this combination of dwellings as a first-class community.

Certain rules and regulations are necessary to ensure harmonious relationships and to protect and enhance each owner's investment. Through your understanding and assistance, non-compliance issues will be kept to a minimum.

### **PREAMBLE**

Riverland, Inc. is registered and operated as a 55 and older adult retirement community and adheres to the Florida Statutes and all Federal Regulations. Therefore, at least one Occupant in each unit must have obtained the age of 55 years.

The following Rules and Regulations were adopted by the Board of Directors (Board) of Riverland, Inc. on May 15, 2017 in compliance with and pursuant to Article V, Section 2-F of the Forth Amended By-Laws of Riverland Inc. These Rules and Regulations supersede any and all prior Rules and Regulations. They are in compliance with the terms and conditions of the Proprietary Lease, Riverland, Inc. By-Laws and with Florida Statutes, Chapter 719 Cooperatives.

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## DEFINITIONS

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

**Riverland, Inc.** – refers to the corporation and may also be known within these Rules and Regulations as: “Riverland”, “corporation”, or “park”.

1. **Proprietary Leases:** (sometimes called “Lease”) is a legal binding document which has been adopted by Riverland, Inc. and 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.
2. **Mobile Home Site Lot:** is the land area, as shown in the site drawing of Riverland, Inc., upon which a mobile home may be maintained. This may also be referred to as “lot” or “site”.
3. **Board of Directors:** are the Directors of Riverland, Inc., consisting of a minimum of three (3) or more individuals, elected by the Shareholders for a stated term. The Directors are to manage the administration, financial transactions, improvements and maintenance of the corporation. The Board of Directors may also be referred as “Board”, “BOD”, or “Directors”.
4. **Maintenance Fee:** is the specified monthly amount to be paid by the Lessee toward his portion of the corporation’s cash requirements. The maintenance fee is determined utilizing the Shareholder approved Annual Cash Budget and the number of mobile home site lots within the corporation property.
5. **Cash Budget:** (sometime called **Cash Requirements**) shall mean 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.
6. **Additional Fees:** are those fees chargeable to Lessees in addition to maintenance fees. This is in accordance with the Lease (examples: late fees, attorney fees, transfer fees or special assessments).
7. **Shareholder(s):** (sometimes called **Lessees**) shall mean 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.

8. **Permanent Resident:** is defined as a non-shareholder who resides with a Shareholder on a daily basis, for more than thirty (30) days in a calendar year.
9. **Short Term Guests:** shall mean guests of a Shareholder who reside in a home with one or more Shareholders for no more than thirty (30) days.
10. **Immediate Family:** means the spouse, parent(s), children, grandparent(s), grandchildren or brother(s) and sister(s) of a Shareholder.
11. **Occupancy Fee:** There will be a charge of thirty dollars (\$30.00) per month for each additional adult residing in a home for more than a total of thirty (30) days in a calendar year. It is the responsibility of the shareholder to notify the Riverland Office, if the Unit is being occupied by more than two people.
12. **Objectionable Conduct:** as used herein, means repeatedly violating or disregarding the Proprietary Lease, Bylaws or Rules and Regulations of the Lessor.
13. **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 President or Office Manager.
- B. **Telephone messages for Shareholders** – The office staff will not receive telephone messages on behalf of Shareholders, except under the circumstances of an emergency.
- C. **Forwarding Addresses** - Shareholders are requested to furnish forwarding addresses and telephone numbers, if available, during temporary or extended periods of absence.
- D. **Keys** – It is highly suggested extra keys be left in the office for all homes. Riverland, Inc. will keep keys locked and secured in the office.
- E. **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.
  - 2. Two persons will be required to utilize referenced key to enter and at least one of the persons will be a Board Member. In extenuating circumstances a Board Member and the Office Manager or Maintenance Employee may enter.
  - 3. Permission may also be given to a person designated in writing by a Shareholder as their emergency contact and whose name and a copy of the written authorization are on file in the office.
- F. **Office Days** - The 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, or equipment or utility failures.
- G. **Contractor Work Days** - No work is to be performed by any contractor on major holidays, except in the case of emergency.
- H. **Stock Certificates** –
  - 1. **Lost Stock Certificate** - If the Shareholder's Stock Certificate is lost or damaged, there will be a replacement fee, as determined by the Transfer Director 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 Director and approved by the Board.
  - 3. **Sale of Stock Shares** - At the time of closing, the seller, shall surrender the original Shareholder's Stock Certificate to the Transfer Director or the Office Manager. A copy or facsimile will not be accepted.

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

Any alterations, changes, modifications, improvements or repairs to a home, unit, lot, driveway, mobile home site, landscaping or color scheme must be requested by completing the Exterior Home Change Form. The request must be approved in writing by the Riverland Building and Grounds Director and a Board Member. In the absence of the Building and Grounds Director it may be approved by two Board Members. The Board holds the right to approve other alternatives.

- 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 alteration 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. 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. Should a home/addition or any part thereof require replacement, such replacement may not extend into the utility corridor.
  
- D. **New Homes – Measurements and Drawings** - If a Shareholder wishes to install a new home on his home site, the existing home must first be measured to ascertain and confirm the dimensions of the original home, the current placement or footprint of the mobile home along with any attachments within the mobile home site lot, the location of the utility corridor, the number of feet between the existing home and the adjacent homes, and the lot size. 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 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 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 replacement home's placement 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 that actual dimensions may be confirmed and approved by the Building & Grounds Director.
- 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 utilize 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 of the "extra" space between existing homes.
- G. **Additions Beyond Parameter of Mobile Home** - No additions or alterations 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 to allow the expansion of a home in accordance with the setbacks described above. Driveways shall remain as depicted upon the original footprint and will be no wider than eleven feet six inches (11'6'').
- H. **Set Back Requirements for Structures** - All new homes, modifications and additions must be set back a minimum of seven feet (7') from the roadway.
- I. **Finished Floor Requirements** - FEMA requirements for minimum finished floor elevation shall be met at the lowest level. Complying with FEMA requirements is the homeowners' responsibility.
- J. **Air Conditioner Replacement** - Replacement air conditioners for existing homes are to be placed in the same location as the existing air conditioners. New homes air conditioners shall be placed in the rear of the home.
- K. **Doors and Steps** - Doors and steps shall be located on the front or the carport side of the house only, as required by the County regulations. Rear emergency doors will be permitted if approved by the County, Building & Grounds Director and the Board.
- L. **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.
- M. **Concrete Slabs** - Concrete slabs under the home are optional.



- N. **Color Schemes** – 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. Examples of acceptable colors are available in the office.
- O. **Storage Sheds** - All new storage sheds must be approved in advance by the 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. Storage sheds will be no wider than eleven feet six inches (11'6").
- P. **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.
- Q. **Restriction on Materials used for Dwellings and Heat Restriction** - Modular or mobile homes are allowed (excluding block or concrete). Second stories shall not be permitted, in any form. **FACTORS WHICH IMPACT THE BUILDING & GROUNDS DIRECTOR AND BOARD APPROVAL ARE:**
1. Does the dwelling comply with the above specifications?
  2. Is the dwelling aesthetically pleasing?
  3. Have all necessary governmental permits been obtained?

### III. LANDSCAPE & PLANTING PROCEDURES

- A. **Request to Make a Landscape Change** - Each time a Shareholder wishes to make an addition or alteration to landscaping located upon his lot, other than that specifically authorized by the Rules and Regulations, the Shareholder must submit a Request to Make Exterior Home Change form. After receiving written approval, the Shareholder may install additional plants or bushes and landscaping.
- B. **Common Areas** -The Board determines proper maintenance of common areas.
1. Shareholder shall not place or plant a plant, bush or tree on any Common Area except as provided herein. Should any Shareholder place any plant, bush or tree on any Common Area, (described as more than 2 feet from the original exterior of the home), said planting may be removed by Riverland, Inc.
- C. **Buffer Areas** - Shareholder may, with prior written approval, clear a buffer area behind their home of trash, weeds and/or vines. No natural foliage is to be disturbed or removed. No grass and foliage can be installed or removed from buffer areas.
- D. **Roads and Easements** -Shareholder is not permitted to place any planting within five (5) feet of the road or the first five (5) feet of the utility easement at rear of unit.

- E. **Toxic Plants** – Invasive plants/trees or plants/tress that are declared illegal by Florida Law are not permitted.

#### **IV. REQUEST TO MAKE EXTERIOR HOME CHANGE FORM**

As described in these Rules & Regulations, any alterations, changes, modifications, improvements or repairs to homes/unit, home sites, landscaping or color schemes must first be approved.

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

**1. Submission of Request to Change** - Shareholders must submit a Request to Make Exterior Home Change form 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.

**3. Board has Final Approval** - Upon completion of work, Shareholder shall notify the 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.

**4. County Approval(s)** - All work, when applicable, is subject to approval by the Martin County Building and Zoning Department.

**5. Required Government Permits** - Shareholder assumes all responsibility for obtaining or having a contract obtaining all required local, county or state permits and approvals; the cost of which 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, etc.).

**1. Contractor Must Comply with Rules and Regulations** - Any contractor working within Riverland, Inc. must comply with Riverland, Inc. Rules and Regulations.

**2. 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, all necessary permits, as well as 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 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:

- |                                |                        |
|--------------------------------|------------------------|
| 1. General Liability Insurance | State mandated minimum |
| 2. Automobile Liability        | State mandated minimum |
| 3. Worker’s Compensation       | State mandated minimum |

CONTRACTORS PERFORMING 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 or faxed to: Riverland, Inc. Fax: 772-287-2102

**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.

**PREPARING A REQUEST TO MAKE EXTERIOR CHANGE FORM**

(Forms are available in the office)

The following information is required:

- Shareholder: Legal Name of the Shareholder
- Date: Date request submitted
- Lot #: Legal lot number of 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.
- Contactor’s Name: Legal name of contactor. If Shareholder intends to do work, write “self” in this space.
- Phone: Contactor’s business phone number
- Address: Legal address of contractor
- Provide:
  1. Copy of contractor’s Martin County Occupational License
  2. Certificate of Insurance from contractor’s insurance agent naming Riverland, Inc. as Certificate Holder.
- 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 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 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, 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.

**NO WORK IS TO BE STARTED ON A MOBILE HOME SITE LOT WITHIN RIVERLAND, INC. PROPERTY UNTIL SUCH CERTIFICATE IS RECEIVED BY RIVERLAND, INC. DO NOT START WORK UNTIL WRITTEN APPROVAL IS RECEIVED.**

RIVERLAND, INC.  
3500 S. Kanner Highway Office  
Stuart, FL 34994  
riverlandin@comcast.net  
Office: 772.287.8811 Fax: 772.287.2102

**REQUEST TO MAKE EXTERIOR CHANGE**

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

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

Work to be done: Painting \_\_\_\_\_ Landscape \_\_\_\_\_ Construction \_\_\_\_\_ Other \_\_\_\_\_  
*Give full details and description of work on back of form.*

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

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

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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 take action 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 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 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 as a result 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 become a lien upon the Shareholder and treated as described in Riverland, Inc. By-Laws.
-

**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 of the terms contained herein:  
Shareholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Building & Ground Director or Board Member:  
Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Reason \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Board Member:  
Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Reason \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Received: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_  
SHARE Advised: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_  
Final Inspect: \_\_\_/\_\_\_/\_\_\_ Approved: \_\_\_\_\_ Rejected: \_\_\_\_\_ By: \_\_\_\_\_

## V. MAINTENANCE BY A SHAREHOLDER

- A. It is the obligation of each Shareholder to properly maintain his or her home. Maintenance of the property units are applicable year round and must be adhered to by all Shareholders. When Shareholder is not in residence at Riverland arrangements should be made with someone for keeping the mobile/modular home properly maintained. Proper maintenance includes, but is not limited to:
1. **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 accomplished for correction.
  2. **ROOF:** Must be structurally sound, intact and clean and free of mold/mildew or any discoloring element detracting from the original finish.
  3. **WINDOWS and AWNINGS:** Must be clean and free of mold/mildew or any discoloring element detracting from the original finish and/or subsequently applied paint.
  4. **DRIVEWAY and CARPORT:** Must be clean and free of mold/mildew. Driveway and carport paint should be clean, free of scuffs, black marks, oil, etc.
  5. **DRIVEWAY/CARPORT/PORCHES:** Must be free of any items not normally associated with these areas.
    - a. 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, Handicap Accessible Equipment, Golf Carts, Handicap Lift, Hose, Recycle/Trash Bins. Items must be moved to the interior when shareholders vacate for the season or during a hurricane evacuation.
    - b. 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.
  6. **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.

7. **WATERING:** Only hand held 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 the County of Martin or South Florida Water Management District. Only well water is to be used for watering, utilizing city water is prohibited.
8. **FERTILIZER** – Shareholders shall not trim, fertilize or utilize any manner to kill plant life not within the mobile home site. In compliance with the Department of Environmental Protection you may not fertilize between the dates of May 30<sup>th</sup> – October 30<sup>th</sup>.

## VI. SHAREHOLDER HOMES

- A. **Mobile or Manufactured Home** - Mobile or manufactured homes must be twelve (12) feet or more in width and be brought in on wheels. Homes must also meet the approval of the Building & Grounds Director and the Board, and conform to existing County, State and regulatory controls.
- B. **Cement or Stick Homes/Dwellings** - No cement or stick homes or dwellings are permitted.
- C. **Homes Moved In and 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 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 the Shareholders.
- D. **Martin County Construction Permits** - Any exterior changes or modifications must be approved by Riverland, Inc. and Martin County. County approval must be substantiated by a County issued permit. It is the responsibility of the Shareholder or the Shareholder's contractor to obtain this permit. A copy of the permit must be submitted to the Riverland Office. 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** – if you are changing the location of the air conditioner it must be pre-approved.

H. **Perimeter of Home** - Shareholder is responsible for the area immediately adjacent to the siding or skirting. Riverland, Inc. will not be responsible for any damage occurring within this area from weed whackers or edgers 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”x15”. 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 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 except for holiday decorative signs.

K. **Interior Changes or Modifications** - All interior changes or modifications must meet City, County and State codes but do not require approval of Riverland as long as such change(s) do not alter or modify the exterior.

L. **Modification or Replacement of Homes** - Guidelines for modification or replacement of homes are found in Rule #2.

M. **Rentals** - Rental of any unit is not allowed, as stated in our Proprietary Lease.

N. **Windchimes** – are not permitted at any time.

- O. **Outside TV Antennas or Satellite Dish** - Satellite dishes, may be installed within the two (2) feet and in accordance with Federal Law. The dish must be in the parameters of the Shareholder's lot and pre-approved.
- P. **Radio Antennas** - Outdoor radio antennas must be approved.
- Q. **Solar Panels** – Roof mounted solar panels must be approved.
- R. **Outdoor Drying of Clothing or Household Items** - No clothes lines are permitted. No hanging of any items on exterior railings or banisters (i.e., clothing, towels, mats, rugs, etc.). Drying racks may be used for a temporary period in carports.
- 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.

## **VII. OCCUPANCY FEES, PERMANENT RESIDENTS AND SHORT TERM GUEST**

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) years old may reside in a unit except as provided herein.

- A. **Occupancy Fees** - Subject to the Rules and Regulations, two adults over the age of 18 (at least one who is the Shareholder) may reside in each home without additional fees. There will be a charge of thirty dollars (\$30.00) per month for each additional adult residing in a home for more than thirty (30) days in a calendar. This fee is subject to change by order of the Board. The additional person(s) must be approved by the Board.
  - 1. A copy of their driver's license will be made and kept in the Shareholder's file.
  - 2. It is the Shareholder's responsibility to contact the office when they have more than two people residing in the unit.
  - 3. The total number of people residing in the home including shareholders and permanent residents cannot be greater than four (4).

### **B. Permanent Residents**

- 1. All Permanent Residents must go through an interview process and provide their driver's license or other state issued photo ID, to document their age.
- 2. Each Permanent Resident must sign an agreement that he/she has read the **Riverland Rules for Guests and Permanent Residents** and plans to abide by the rules. A copy of this document will remain on file in the Riverland Office.

3. Permanent Residents may **not** occupy the Unit when the Shareholder is not in residence. In extenuating circumstances (death, illness, injury, etc.), the Shareholder may make in writing a request for approval from the board for a time limited exception.
4. Immediate family members, who are **under** eighteen (18) years of age, may visit Shareholders for not more than thirty (30) cumulative days in any six (6) month period. In extenuating circumstances, the Board may approve an extension.
5. Permanent Residents are a Non-Shareholder who resides with a Shareholder on a daily basis, for more than thirty (30) days in a calendar year.
6. 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.
7. If a Shareholder dies, the Permanent Resident must vacate the unit or make arrangements to execute a new Proprietary Lease for the unit.
8. Permanent Residents must have “R” stickers on any vehicles parked in Riverland.

### **C. SHORT TERM GUESTS**

1. Short Term Guest is permitted to reside in a home with one or more Shareholders for **no more than thirty (30) days**. Short Term Guest are the responsibility of the Shareholder and they must abide by all of the rules set forth in this Rules and Regulations.
2. In no event may a short term guest reside in a home when a Shareholder is not in residence. In extenuating circumstances (death, illness, injury, etc.), the Shareholder may request written approval from the board for a time limited exception one time per calendar year. If this exception is approved upon arrival the guest must report to the office, show proof of age, and sign an agreement stating the individual has read the Riverland Rules for Guests and Permanent Residents.
3. All Short Term Guests will be required to have a Guest Parking Pass displayed in the windshield for any overnight parking in Riverland.

## VIII. 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.
  - 4. Radios or television played so that they can be heard in the street or adjacent home.
  - 5. Any conduct that brings discredit to Riverland, Inc. such as lewd conduct, indecent exposure, profanity, fighting, and/or disorderly conduct.
  - 6. Martin County Sheriff has permission to enter Riverland and to enforce laws.
- B. Riverland resident may conduct a business or profession as long as 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.
- C. Disposing of trash or garbage in the river or toilet.
- D. Maintenance work of a noisy nature before 7 a.m. or after 6 p.m.
- E. Any social activity that may disturb others before 7 a.m. or after 10 p.m.
- F. Independent garage sales, yard sales, patio sales, tag sales, moving sales or any other type of sale on your lot site.
- G. 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. Gas and/or charcoal grills are permitted.
- H. Children must be supervised at all times. For simplicity, the rules associated with children are all located in this section as well as listed throughout the document.
  - 1. Immediate family members, who are under eighteen (18) years of age, may visit Shareholders for not more than thirty (30) cumulative days in any six (6) month period. In extenuating circumstances, the Board may approve an extension.

2. Children under age sixteen (16), will be in the close supervision of an adult at all times.
  3. Children under age thirteen (13) must wear a life vest while in the marina area, walkways, docks 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/or at the shuffleboard courts, children under sixteen (16) must be accompanied by a Shareholder or Permanent Resident at all times. Children under sixteen (16) may not supervise minor children.
  5. Bicycles, skateboards, roller-skates, running, walking, etc. are not allowed on the shuffleboard courts.
- I. Minor children, under the age of eighteen (18) must always be accompanied and supervised by an adult when in the Health Club.
- J. Golf Carts shall not be operated by anyone under the age of sixteen (16).

## **IX. VEHICLES**

- A. **Speed Limit & Traffic Signs** - The speed limit in the Park is fifteen (15) mph for all vehicles. To keep our streets safe, it is up to bicyclists, motorists and golf cart drivers to treat each other with care and respect.
- 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.
- 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 abreast, and both must stay in the right half of the road.
- E. After sunset head lights and/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.
- G. **Identification of Shareholder Vehicles** - For security reasons, all vehicles belonging to Shareholders and Permanent Residents must be identified with an "R" on both the left rear and the right front bumpers, or the left rear and right front car window. Stickers are available in the Riverland Office.

- H. **Parking** - All Shareholders, permanent residents and guest's vehicles are to be parked in authorized parking areas with appropriate "R" stickers or Orange Guest Parking Passes. Efforts should be made to park vehicles in Shareholders' driveway. Riverland, Inc. is not responsible for providing additional parking spaces for Units.
1. One handicap parking spot and three parking spots by the Clubhouse will be designated for Visitor Parking during Office hours (8am-4pm).
  2. Unmarked parking spots may be used by anyone during the day if the Unit's driveway is full with other motor vehicles.
  3. For overnight parking (10pm-6am) all vehicles in Riverland should have either R stickers or a Guest Parking pass displayed on the dash board. The guest parking pass must include the lot number, and the dates the Guest will need the pass.
  4. Vehicles must not extend into the street.
  5. The Maintenance building area and slab may not be used for parking at any time except for short term loading and unloading.
- I. **Parking in Another Driveway** - Any Shareholder wishing to park in another shareholder's driveway must obtain written permission from that Shareholder. 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, the name of the person parking in the driveway and it will be the responsibility of the Shareholder as to any action to be taken.
- J. **Parking on the Grass** - The parking or driving of any vehicle, including golf carts, is not allowed on any grassy area to avoid damaging sprinkler systems and/or killing the grass. Vehicles and golf carts are not to be parked or driven on a Shareholders lawn.
- K. **Parking for Special Events** - Visitors to the Park attending special events may park their cars or vehicles in areas indicated by the Building & Grounds Director or along the street.
- L. **Street Parking** - Vehicles and golf carts are allowed to be parked on the streets (1<sup>st</sup> – 9<sup>th</sup> Street) during the day which is defined here as 6am-10pm.
1. Vehicles are NOT to be parked anytime on Front Street, nor River Street (this includes service vehicles).
  2. From 6am – 10pm 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 road, as the prior vehicle.
  4. Do not block the entrance, hinder or interfere with the access to the entrance to any other driveway when parking on the street. This will allow room for traffic flow and emergency vehicles to safely maneuver.
  5. Neither vehicles nor golf carts are to be parked on the street from 10pm until 6am.

- M. **Contractors or Service Providers Parking** - Be sure to remind your contractors and service providers of the parking rules in Riverland and ask that they comply.
- N. **Recreational Vehicles** - RV's belonging to Shareholders or visitors will be permitted to park in the area of the maintenance building for up to 48 hours to load, unload, charge batteries, clean and equip their RV. Shareholders must notify the Board and the Director of Security if they are parking an RV overnight. The only time the RV will be permitted to be parked on Riverland, Inc. streets is for active loading and unloading.
- O. **Motorcycles** – Motorcycles are not allowed in the park. Shareholders, permanent residents, and short term guests are not permitted to have motorcycles within the park.
- P. **Electric Golf Carts and Handicap Vehicles** - The only electric vehicles permitted in Riverland are electric golf carts and electric handicap vehicles. The number of golf carts are restricted to one per household, except if 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). All vehicles must have and use lights in the front and back of said vehicles.
- Q. **Securing Golf Carts** - In the Shareholders absence during the hurricane storm season (June 1 – November 3), golf carts must be secured to the carport floor.
- R. **Signage on Vehicles** - No Shareholders, permanent resident or guest vehicle with advertising is allowed in the park, Shareholders driveway, or visitor parking lot.

## **X. MARINA**

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 guests from injury, damage, and/or loss. Therefore, these rules shall be followed without deviation.

The Marina Committee is appointed by the Riverland Board. The Marina Committee is established to make recommendations to the Marina Director and the Board. The Marina Committee does not have authority to approve anything. They are overseen by the Board and have the following responsibilities:

1. Receiving applications for dockage and maintaining waiting lists.
2. Monitoring temporary and guest dockage (request must be made in advance).
3. Monitoring current insurance and registration documents for each boat.
4. Enforcing general appearance of the Marina area as well as individual boats.
5. Enforcing rules established by the Marina Director and approved by the Board.
6. Oversee parking and moving of trailers.

### **A. Use of Marina**

1. **Riverland Marina** - The Marina is owned by Riverland, Inc. and slips shall be assigned as available to Riverland Shareholders, either on a permanent or temporary basis by the Marina Director or a member of the Marina Committee.
2. **Absence of Shareholder** - When the Shareholder is not in residence 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 as names and contact information change.
3. **Slip Eligibility** – To be eligible to receive a boat slip you must have current registration and insurance on your boat. A copy of both documents must be given to the Marina Director and/or Office Manager prior to your Boat being on Riverland property.
4. **Written Cancellation Required** - Any Shareholder, canceling their dock slip must notify the Marina Director and/or Office Manager, in advance, in writing or you will be financially responsible until Riverland receives such paperwork.
5. **Partial Month Refund** - There will be no refunds for partial use and/or cancellation of the terms and conditions of assigned dock space, after the first (1<sup>st</sup>) of each month.



6. **Shareholder Owned Boat in Slip** - Only boats owned by the Riverland Shareholder Assignee may be stored in the slip with the exception of temporary assignments or boat guests.
7. **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. The boat owner is responsible for the actions and behavior of his/her guests.
8. **Children at the Marina** - Children under sixteen years, when present, will be in the close supervision of an adult at all times. Children under thirteen years must wear a life vest while in the marina area, walkways, docks and/or on a boat. Violation of this rule could result in the termination of a boat owner's slip assignment.

## B. SLIP ASSIGNMENT

1. **Marina Slips** - All slips in the Riverland Marina are owned by Riverland, Inc. and are assigned to Shareholders. At any time, for the benefit of both Riverland and boaters, the Board has the authority to re-arrange slips in order to maximize usage. This is not in the case where someone already has a slip and buys a bigger boat. It will be utilized only in cases where someone is awarded a slip and already has a boat.
2. **Assignment of Slips** - All assignments, both permanent and temporary, are made only by the Marina Director and/or Office Manager.
3. **Only Shareholders May Apply for Slips** - All slips are available on a monthly basis, as long as the person applying for such privilege remains a Shareholder of Riverland, Inc.
4. **Lease Agreement Renewal** - Any boat slip agreement signed by the Assignee and Riverland, Inc. will be renewed each year, unless terminated by Assignee or Riverland, Inc. as stated in the agreement.
5. **Proof of Boat Registration and Insurance** - Upon the anniversary of the boat registration and/or boat insurance, a current copy must be submitted 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 will result in forfeiture of your slip.
6. **Slip Payments** - All assigned slip payments are required in advance.
7. **Motor/Engine** - All boats assigned a slip should be equipped with a working motor/engine. (For example: important during mandatory evacuation.)

### C. WAITING LIST

1. **Slip Accommodations** - When a Shareholder is assigned a slip the Marina Director has the responsibility to ensure the boat will fit the assigned slip. If a Shareholder already has a boat and Riverland, Inc. cannot provide the Shareholder with a slip that accommodates such boat, then the Shareholders name can remain at the top of the waiting list.
2. **Special Waiting List** - The Special slip waiting list is designed for Shareholders with a special request on slip sizes (width and/or length) or wish to change location of the slip.
3. **Refusal of Slip** - If a Shareholder refuses the offer of a permanent slip agreement, he/she must either remove their name from the waiting slip, or go to the bottom of the waiting list.

### D. VACANCY PERIOD/TEMPORARY SLIP

1. **Vacancy Period** - During any vacancy period Riverland, Inc. has the authority to utilize such slip on a temporary basis. The next person on the temporary waiting list will be contacted until someone accepts. This will not affect this person's standing on the waiting list. They will remain on the waiting list in their same order. The fee for that slip will also be charged to the temporary Shareholder according to their boat registration.
2. **Slip Fees During Summer Months** - Although a boat may be removed during summer months, Marina fees must continue to be paid for 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)
3. **Temporary Assignee** - The Temporary Assignee must also show proof of current liability boat insurance and boat registration before they can launch their boat.

### E. LAUNCHING RAMP

1. For Liability reasons, the boat launching ramp and ramp area is to be used only by Riverland Shareholders. Guests may only use these facilities at the discretion of the Marina Director and in the absence of the Marina Director another Board member.
2. Shareholders are responsible for placing their boats into their driveway.
3. Boats are not to be left unattended in the ramp area.
4. 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 you must contact another Board Member.

5. It is the responsibility of the boat owner to launch and/or remove your boat from the Marina.

#### **F. WALKWAY/DOCKS**

1. Riverland, Inc. will provide walkway docks with one dock for every two boats. Walkways are to be kept clear at all times especially 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 (for example, West Marine dock ladders) will meet the standards for Riverland.
3. Once approved for installation and the proper location for the ladder has been determined, the following specifications for installation must be carried out: (1) All bolts, nuts, and washers must be stainless steel, and (2) the underside of the dock must be protected with a plate at least ¼ inch thick and made of either aluminum or starboard.
4. The Marina Director will have the authority to periodically inspect all dock ladders in our marina to ascertain 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.
6. Upon release of altered slip the assignee will be responsible for the removal of such alteration or addition.
7. The assignee shall be responsible for all costs involved to restore or repair any unauthorized alterations or additions not approved by the Marina Director.
8. Parking on the paved strip north of the Marina is for loading/unloading only.
9. **Damage to the Marina** - Damage to pilings or docks by improper mooring, careless operation, or accident shall be the financial responsibility of the boat owner.

#### **G. PREMIUM SLIPS**

1. Premium slips are #17-24 inclusive. Assignees of premium slips pay monthly assessment fees plus sales tax, based on the length of the boat as stated on the boats title.
2. Minimum length for boats in slips #17-24 is twenty-three (23) feet.

3. There is a maximum length of twenty-eight (28) feet for boats that may be docked in premium slips.
4. A Shareholder, who is assigned a premium slip and does not yet have a boat, shall pay the minimum fee for a twenty-three-foot (23') 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 or be removed.

#### **H. REGULAR SLIPS**

1. Regular Slips are #1-16 and #25-40 inclusive. Assignees of regular slips shall pay a monthly assessment fee plus sales tax based on the length of the boat as stated on the boat title.
2. There is a maximum length of less than twenty-three feet (23') for boats to be docked in regular slips.
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 a boat has not been acquired 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.

#### **I. SMALL CRAFT STORAGE**

1. Dinghies, canoes, kayaks or small boats must be neatly secured in the provided racks. They are not permitted to be placed anywhere around the east or west areas of the garage. All the above craft are required to display an identifying sticker indicating the Shareholder's lot number. Proof of ownership must be registered with the office. None of the above craft are permitted to have any type of motor.
2. Storage of the above craft will be on a first come first serve basis and a slot will be assigned to a Shareholder. Any empty slots may be utilized as authorized by the Marina Director and/or Office Manager.
3. During hurricane season (June 1<sup>st</sup> - Nov. 30<sup>th</sup>) or any time you are going to be away for more than seven days you must secure your vessel with tie downs in your driveway or put it inside a screened-in porch or preferably inside the mobile home.

**J. BOAT TRAILER PARKING**

1. Lot #191 is for empty boat trailer parking. The Shareholder's lot number is to be clearly marked on each trailer. Non-compliance will result in forfeiture of slip.
2. At no time are boats to be stored on their trailer and kept on the garage cement slab or in trailer storage.
3. It is the responsibility of the Shareholder to move and/or park the boat trailer.

**K. CEMENT SLAB**

1. The cement slab east of the garage may be used to pressure wash, paint, varnish, or make repairs 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 and/or Office Manager.
2. While dealing with any hazardous waste Shareholder's must follow all Federal guidelines.
3. When painting or conducting any type of maintenance a barrier must be put down to protect the cement slab. Riverland also strongly suggests the use of personal protective equipment.
4. No one may eat, sleep, or otherwise inhabit a boat while such vehicle is 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 is strictly prohibited.

**L. 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 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, marina, and it shall not remain on Riverland property.

## **M. 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 slip, 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 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 23ft., 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 a Riverland Shareholder. Both Shareholders' names are required on the boat registration.

## **N. HURRICANE SEASON**

1. All boats and small water craft 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 or the parking area east or west areas of the garage shall be utilized for trailered boat parking.

## **O. BOAT IN DRIVEWAY**

1. At no time, shall repairs on boats or boat trailers be done in a Shareholder's carport. The cement slab east of the garage is for this purpose.
2. The boat must be entirely covered by the carport roof otherwise it must be stored outside Riverland park.

3. The Boat shall be secured to their 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.
4. When leaving and returning to Riverland, the boat owner will have up to five (5) days of rest, allowing their boat to remain in their driveway. However, the Shareholder may not park their car/boat in the driveway, if any part extends beyond the driveway.

#### **P. MARINA ELECTRICAL SERVICE**

1. Due to the fact the Marina has 20amp electrical service it shall not be used to operate air conditioners, refrigerators, or any other household appliances, or for charging golf carts. It is to be used only for operating electrical tools or for charging batteries. No electrical device is to be left unattended, in the boater's absence.
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.
3. Electrical extension cords are never allowed in water.

#### **Q. DOCK BOXES**

1. Only white dock boxes approved by the Marina Director are permitted in the Riverland Marina. All boxes must have the Slip number on them and free and clear of any mold/mildew or dirt.
2. When leaving for the summer or during a threat of an upcoming Hurricane, Shareholder's must remove the dock box from the Marina.

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

A Shareholder who becomes 30 days in arrears on a boat slip obligation will be sent a "Notice of Non-compliance" giving them thirty (30) days to become current. After sixty (60) days a Shareholder who has not made their 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. This Shareholder will not be eligible to obtain another slip for one year from date of removal.

## **XI. 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 by reservation, provided such use does not conflict with any Riverland, Inc. functions. Advance written request, along with a \$50 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 Box in the Clubhouse. Except in extenuating circumstances, approval shall be granted. After approval, it will be posted on the calendar at the clubhouse, on the Social Committee bulletin board.
- C. The 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.
- D. Shareholder using the clubhouse for private functions will be responsible for:
  - 1. Furnishing their own supplies.
  - 2. 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.).
  - 3. If all of the above are complied with, the deposit will be returned. This is determined by the Social Club President or a representative from the Social Committee.
  - 4. If the Social Club discovers damages or if the clubhouse is left in unacceptable condition additional fees and/or payments will be billed to the Shareholder.



## **XII. SHUFFLEBOARD COURTS**

The courts are for the use of all Shareholders and guests in accordance with the rules established by the Riverland Social Committee and approved by the Board. Any resident may use the courts and equipment in accordance with the following rules:

- A. Hours of play are from 6 a.m. to 10 p.m.
- B. All rules of the Florida State Shuffle Board Association shall be in effect for all official play.
- C. All Shuffleboard Club commitments such as league play, round robin, blue and white tournaments, etc., shall have priority over private usage.
- D. Any activities requiring the use of more than two courts shall require the approval of the Riverland Shuffle Board Club Officers, and such approval must be posted at the courts at least (2) days prior to the date and time of such activities.
- E. No food or drink is permitted in the court area.
- F. Riverland provides all 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.
- G. All equipment must be handled with reasonable care.
- H. There shall be no hard shooting.
- I. Courts must be swept and discs properly waxed before starting play.
- J. Any children under sixteen (16) must be accompanied by a resident. Children under sixteen (16) may not supervise minor children.
- K. Bicycles, skateboards, roller skates, running, walking, etc. are not allowed on the shuffleboard courts.
- L. All equipment must be put away when play is completed. Last person(s) using courts shall see everything is secure and to turn off the lights.

### **XIII. RIVERLAND HEALTH CLUB**

- A. Riverland Health Club is for the enjoyment of all Riverland, Inc. Shareholders, Residents and guests of Shareholder's.
- B. The use of the room and exercise equipment is at the risk of the individual. Neither the Board of Directors nor Riverland, Inc. shall be held responsible or liable, should injury or accident occur while a Shareholder, resident or guest is using the room 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 to remove any sweat accumulated during the workout.
- F. All exercise equipment is to be kept in the equipment room and not carried to other areas in the park.

#### **XIV. SWIMMING POOL**

- A. The swimming pool is for the use of all Shareholders, residents, and guests in accordance with the rules approved by the Board. Shareholder's and residents should gently 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 if temperature warrants and it is NOT to be uncovered by residents. If use of the pool is desired, contact the Pool Director, a Board member of Riverland, Inc or the Maintenance/Grounds Keeper.
  
- C. No life guard is ever on duty. All use of the pool is at your own risk.
  
- D. These rules are posted at the pool. Please be advised, violation of any of these rules could cause the 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.
  - 8. No running, ball playing, pushing, horseplay, scuba gear, noisy or hazardous activity permitted in pool area.
  - 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 sixteen (16) may not supervise minors.
  - 12. Persons using pool furniture are required to cover furniture with a towel.
  - 13. Person using pool area must clean the area by properly disposing of towels, cans, paper goods, etc.
  - 14. Pool furniture, if moved, is to be returned to designated area and umbrella must be closed.
  - 15. No soap or shampoo to be used in the pool or shower area.
  - 16. No smoking inside the fenced pool area.

## **XV.HURRICANE**

The intent of the items below is to expedite the preparation of the park in the event of a hurricane. A list of Hurricane Committee members, 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 is located in a mandatory evacuation zone.

- A. Shareholders who are NOT in residence should have his/her unit prepared for a hurricane threat as the season approaches. Please verify your home has been properly secured with the Hurricane Committee or a Board Member before final departure prior to the beginning of the hurricane season.
- B. Hurricane Shutters shall be taken down while in residence. Hurricane Shutters shall not be placed in use for more than five (5) days in advance of a pending storm and removed five (5) days after the threat or storm. 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.
- C. Golf carts, small water craft and boats must be fully secured during a threat of a hurricane.
- D. In the event of a hurricane any unsecured items will be removed and disposed of. This includes all types of planters, lawn ornaments, water hoses, etc.
- E. 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 287-1652. In case evacuation is necessary, you will be notified by Martin County as to what time you will be transported to a shelter.
- F. Shareholders living in the Park at the time of serious storm warnings must follow directions of the Martin County Emergency Management Team. Any resident, or their guests, 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.
- G. To check on your property, subsequent to a storm, call the Riverland office and leave your name, lot number, and phone number where you can be reached. A Hurricane Committee member will check your home and return your call as soon as possible.
- H. 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.
- I. For your own safety, owning a battery operated weather radio is recommended.

## **XVI. PETS**

No Shareholder, Resident, guest, or other individual shall at any time keep, maintain, or otherwise have present, in Riverland Park, any dogs, cats, or other pets. Fish and small birds do not constitute “pets” for the purpose of this provision and are permitted. Provided, however, birds are to be maintained within the dwelling unit or its enclosed areas at all times and must be removed at the sole discretion of the Board, when determined to be a nuisance or unreasonable disturbance to others.

## **XVII. UTILITIES**

- A. Only metered propane gas is used for the dryers and emergency generator. Individual propane tank(s) on a Shareholder property are the responsibility of the Shareholder.
- B. Disposal of materials or items, reasonably expected to clog or damage the waste water treatment system, such as insoluble items (Example: prescription medication, grease, personal sanitary items, diapers, coffee grounds, clothing, rags, cigarette butts, etc.) shall not be permitted. Failure to comply shall be deemed a violation of the Rules and Regulations.
- C. Riverland will provide front yard bulk pick-up once a month year round and hazardous waste pick up twice a year from November thru April.
- D. Please report any water problems (leaky faucets, leaky toilets, or sounds of running water in the common areas or buildings) to the front office.
- E. Hooking your city water up for irrigation or other outdoor purposes is not permitted. There is a separate water supply for outdoor use which is supplied from Riverland’s well.

## **XVIII. COMPLIANCE PROCEDURES**

The Board, as the Shareholder elected officers of Riverland, Inc., has general powers to adopt and enforce rules, regulations, By-Laws, covenants, restrictions or agreements to fulfill all of 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 to resolve a compliance problem. This procedure will also assist Riverland, Inc. by providing a timeline indicating compliance in providing the Shareholder with required notices. In addition, this documentation would be required should legal action become necessary by Riverland, Inc. to obtain compliance.

The Board of Directors is to manage the operation, maintenance, preservation and architectural control of the Lots, Common Areas and Recreational Areas, improvements thereon, and to promote the health, safety, and welfare of the Shareholders of Riverland. All residents have a legal responsibility to adhere to the restrictions contained in the Lease, Articles of Incorporations and the By-Laws along with these Rules and Regulations of Riverland, Inc.

### **Step 1: NOTICE OF INITIAL REQUEST TO REVIEW THE RIVERLAND, INC RULES AND REGULATIONS**

The Board will send a written notice, by Certified Return Receipt mail, to the Shareholder indicating there is a possible non-compliance problem along with a description of the possible non-compliance action or change. Upon receipt of this notice, the Shareholder will have a specified number of days, to respond in writing or contact the 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 the non-compliance.

### **Step 2: NOTICE OF NON-COMPLIANCE WITH THE RIVERLAND, INC. RULES AND REGULATIONS**

If the possible non-compliance problem is not resolved under Step 1, the Board will mail or hand deliver a “NOTICE OF NON-COMPLIANCE WITH RIVERLAND, INC RULES AND REGULATIONS” to the Shareholder. This “NOTICE” alerts the Shareholder that Riverland, Inc. intends to impose a fine for the particular violation, the daily amount of the fine according to the Fine Schedule (included in this document), and explains the shareholder’s right to a hearing. The shareholder then has two options. One option is to pay the fine. Another option is for the Shareholder to request a Hearing within 14 days of the date stamped on the Notice of Non-Compliance letter. The request for a Hearing must be in writing and delivered to the Riverland Office during office hours.

### Fines Schedule for Non-Compliance

Rule#	Rule Violation*	First Day Fine	Consecutive Days of Violation
<b>IV.A.1-2</b>	Exterior changes made without approval including the exterior home change form	<b>\$50</b>	
<b>V.A.1-4</b>	Exterior maintenance issue in violation, such as exterior mold, roof, siding, paint and driveway (see Rule V items A-D)	<b>\$50</b>	
<b>V.A.5-B</b>	Prohibited items on open patio or driveway	<b>\$50</b>	
<b>V.A.6</b>	Patio blocks, trees, shrubs planted or untrimmed outside 2 foot of exterior boundary	<b>\$50</b>	
<b>VI.E</b>	A person who hires an unlicensed/uninsured contractor	<b>\$50</b>	
<b>VI.F</b>	Unit numbers not displayed on home	<b>\$50</b>	
<b>VI.G</b>	Air Conditioning units installed without approval	<b>\$50</b>	
<b>VI.I-J</b>	Display of advertising or other prohibited signs on unit or vehicle parked overnight	<b>\$50</b>	
<b>VI.N</b>	Satellite dish installed without pre-approval	<b>\$50</b>	
<b>VII.A</b>	Failure to pay occupancy fee	<b>\$100</b>	
<b>VIII.D</b>	Maintenance work hours or days violated	<b>\$50</b>	
<b>VIII.F</b>	Conducting or advertising yard, porch, tag or patio sale at unit	<b>\$100</b>	
<b>VIII.H.3 X.A.8</b>	Children >13 not wearing life jackets on marina area or boat	<b>\$50</b>	<b>Daily</b>
<b>VIII.H.4 XIV.D.11</b>	Children under 16 without adult at pool	<b>\$50</b>	<b>Daily</b>
<b>IX</b>	Improper vehicle parking	<b>\$50</b>	<b>Daily</b>
<b>IX.D</b>	Operating vehicle, bicycle, golf cart without lights	<b>\$50</b>	<b>Daily</b>
<b>IX.F</b>	“R” Parking sticker not displayed on vehicles	<b>\$50</b>	
<b>IX.N</b>	Parking or riding a motorcycle in the Park	<b>\$50</b>	
<b>X.B.5</b>	Current Boat registration and/or insurance not on file in office	<b>\$50</b>	<b>Forfeit Slip</b>
<b>X.J.1</b>	Boat trailer stored on premise without lot number	<b>\$50</b>	<b>Forfeit Slip</b>
<b>X.J.1-2</b>	Improper boat trailer parking	<b>\$50</b>	<b>Daily</b>
<b>X.N.1</b>	Boat not removed from Marina during Hurricane Evacuation	<b>\$100</b>	<b>Forfeit Slip</b>
<b>XII</b>	Violation of Shuffle Board Rules	<b>\$50</b>	<b>Plus damage</b>
<b>XIV.D.4</b>	Breakable containers in the Pool fenced area	<b>\$50</b>	
<b>XV.D</b>	During hurricane evacuation period items not secured such as planters, lawn ornaments, water hoses, etc.	<b>\$50</b>	
<b>XVI</b>	Prohibited pets brought on premises by visitors, residents or shareholders	<b>\$50</b>	
<b>XVII.E</b>	Use of city water for irrigation	<b>\$100</b>	

**\*For Second Violation of Any Rule the NOTICE OF INITIAL REQUEST TO REVIEW THE RIVERLAND, INC. RULES AND REGULATIONS will not be sent and Riverland Inc. will begin with Step 2 of the Non-Compliance Process. The fine for the second and subsequent violation of the same rule will begin at \$100.**

**Step 3: HEARING COMMITTEE**

The Hearing Committee will consist of five (5) Shareholders and two (2) alternate Shareholders. Board Members may not be on the Hearing Committee nor individuals residing in a Board Member's household. The Hearing Committee shall schedule a requested hearing within 10 days with a majority of the Hearing Committee in attendance. The roll of the Committee is limited to determining whether to confirm or reject the fine levied by the Board. If the Committee does not agree, then the fine is not imposed and this is the end of the process for this noncompliance issue. The Hearing Committee's decision shall be made within three working days of the hearing. The decision shall be signed by the Hearing Committee Chairperson and mailed or hand delivered to the shareholder and the Board.

**Step 4: APPEARANCE BEFORE THE BOARD OF DIRECTORS IS REQUIRED**

If the shareholder is delinquent for more than 90 days on payment of the monetary obligation due, the association may suspend the right of the owners and occupants to use common elements within the park including the pool, shuffleboard courts, marina and river front park. This requires a properly noticed Board meeting. If approved the association must notify the owner in writing.

The Shareholders voting rights may also be suspended if more than 90 days delinquent. This requires a properly noticed board meeting. If approved the association must notify the owner in writing.

**Step 5: FORFEITURE OF SHARES**

In the event a Shareholder accumulates more than \$5000 in unpaid fines, 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.



RIVERLAND, INC.  
3500 S. Kanner Highway Office  
Stuart, FL 34994  
Office: 772.287.8811 Fax: 772.287.2102

**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 rule, as specified in:

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

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Upon Receipt of this NOTICE, you as the Shareholder, have \_\_\_\_\_ calendar days, to contact the office indicating you have received the 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 your situation. The Board of Directors will notify you of their decision.

The Compliance Procedures are explained in Rules and Regulations.

Respectfully,

Riverland Board of Directors

RIVERLAND, INC.  
3500 S. Kanner Highway Office  
Stuart, FL 34994  
Office: 772.287.8811 Fax: 772.287.2102

**NOTICE OF NON-COMPLIANCE**  
**WITH RIVERLAND, INC. RULES AND REGULATIONS**

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

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

This NOTICE alerts you, as a Shareholder, Riverland, Inc. intends to impose a fine in the amount of \$ \_\_\_\_\_ for the noncompliance problem cited in the NOTICE sent to you by the Board of Directors on \_\_\_\_\_ (copy attached).

The NOTICE alerts you, as a Shareholder, Riverland, Inc. intends to impose a fine in the amount of \$ \_\_\_\_\_ for the second violation of a non-compliance problem cited in the previous notice sent to you by the Board of Directors on \_\_\_\_\_ (copy attached).

Upon receipt of this NOTICE you, as Shareholder, have fourteen (14) days to request a hearing if you believe the fine is unwarranted. The Hearing Committee will then schedule the Hearing within ten (10) days. If the Hearing Committee agrees with Riverland, Inc., the fine will be imposed. If the Hearing Committee does not agree with an imposed fine that is the end of the process and the noncompliance issue is resolved. The Hearing Committee will make their decision within 3 days of the Hearing.

All payments of fines are to be made to "Riverland Inc."

When the fine is upheld by the Hearing Committee and unpaid within 90 days further penalties may apply. These penalties may include loss of access to common areas in the park, loss of voting rights, and possibly forfeiture of you Riverland Shares.

The compliance Procedures are explained in Rules and Regulations.

Respectfully,

Riverland Board of Directors

RIVERLAND, INC.  
3500 S. Kanner Highway Office  
Stuart, FL 34994  
Office: 772.287.8811 Fax: 772.287.2102

**APPEARANCE BEFORE THE BOARD OF DIRECTORS IS REQUIRED**

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

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

YOU, AS SHAREHOLDER, ARE REQUIRED TO APPEAR BEFORE THE BOARD OF DIRECTORS to explain why the fine payment for the non-compliance problems cited in the NOTICES sent to you by the Board on:

\_\_\_\_\_. (copies attached) has not been paid. You are now over 90 days late on the payment(s) of \$\_\_\_\_\_ (amount).

Your name and this non-compliance matter will appear on the agenda for the next Board meeting scheduled for \_\_\_\_\_ to be held at the Riverland Clubhouse. Either you or your legal representative are required to appear before the Board of Directors to explain why the Board should not take further action against you for non-payment of the fine(s) imposed.

Failure to either correct the problem or to appear before the Board of Directors on the specified date is deemed to be an unsatisfactory response. Failure to appear at the above scheduled Board Meeting will result in removal of rights to the common areas in the park such as the pool, the clubhouse, the shuffleboard courts, the River Park and the Marina. Your voting rights may also be suspended.

The Compliance Procedures are explained in Rules and Regulations. If you have any questions regarding this notice or the community restrictions and Rules and Regulations, please contact the Board of Directors.

Respectfully,

Riverland Board of Directors