

## **RULES AND REGULATIONS**

### **FOR GRAND VISTA AT RIVERWOOD A CONDOMINIUM**

The definitions contained in the Declaration of Condominium of Grand Vista at Riverwood, a condominium ("Declaration") is incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances and stairways shall not be obstructed or used for any purpose other than ingress and egress to and from the building (s) and the other portions of Grand Vista at Riverwood.
2. The exterior of the Homes and all other areas appurtenant to a Home shall not be painted decorated or modified by a Homeowner in any manner without the prior written consent of the Association by its Board and pursuant to Article 19 of the Declaration and the provisions of the Community Declaration.
3. No article, including, but not limited to, cloth, clothing, rugs, or mops shall be hung or shaken from the doors, windows or screened porches of the Homes or placed upon the outside windowsills of the homes without the prior consent of the board.
4. No personal articles shall be allowed to stand on any portion of the common elements.
5. No Homeowner shall make or permit any noise that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Homeowners.
6. Each Homeowner shall keep such Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.
7. Each Homeowner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to such Homeowner's departure by:
  - i. Removing all furniture, potted plants, and other movable objects from his or her porch, balcony, or patio, if any; and
  - ii. Turn off water to the unit, and
  - iii. Designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individuals shall contact the Association for clearance to install or remove hurricane shutters pursuant to Section 17.16 of the Declaration.
8. Each Homeowner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her Home, and no Homeowner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Grand Vista at Riverwood or Riverwood. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Home or fenced-in area, screened from view, and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.
9. Water closets or other water apparatus in the Homes or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Homeowner responsible for same.
10. No Homeowner shall request or cause any employee or agent of the Association to do any private business of the Homeowner, except as shall have been approved in writing by the Association.

11. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Home at any reasonable hour of the day for the purposes permitted under the terms of the Governing Documents. Entry will be made by prearrangement with the Homeowner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case access is deemed permitted regardless of the hour.
12. No vehicle or other possessions belonging to a Homeowner or to a member of the family or guest, invitee or lessee of a Homeowner shall be positioned in such manner as to impede or prevent ready access to another Homeowner's garage. The Homeowner's, their family members, guests, invitees, and lessees will obey the parking regulations posted by the Association, Master Association, and Community Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort, and convenience of the Homeowners.
13. Except in an emergency, a Homeowner shall not cause or permit the blowing of any horn from any vehicle of which he or she, or his or her family members, guests, invitees, or lessees shall be occupants.
14. No Homeowner shall use or permit to be brought into the Home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb, or property, except as may be necessary in connection with a permitted use of a patio, if any.
15. No Homeowner shall be allowed to put his or her mail receptacle, name, or street address on any portion of his or her Home, except in such place and in the manner approved by the Board and Declarant for such purpose.
16. The Association may retain a passkey to each Home. If a Homeowner alters any lock or installs a new lock on any door leading into his or her Home, such a Homeowner shall provide the Association with a key for the use of the Association and the Board.
17. There shall be a \$5.00 lock-out charge if the Association is requested to furnish keys for access to a Homeowner who has locked himself or herself out of his or her Home.
18. Any damage to the Condominium Property or equipment of the Association caused by any Homeowner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Homeowner.
19. Each Homeowner is responsible for notifying the Management Company of any and all guests and family staying in your home for longer than three consecutive days by completing the Grand Vista Guest registration form prior to their arrival. Guests staying longer than 3 days are permitted to have a pet with prior approval from the Board of Directors.
20. Each Homeowner is responsible for notifying the Management Company of all lessees prior to the start of the lease term by completing the Riverwood Community Association lease notification form. The notification form must be returned to the Riverwood Office. All leases must be for a **minimum of 30 days** and no home may be rented for more than **3 times in a calendar year**. **Under no circumstances are tenants permitted to have pets.**
21. Each Homeowner shall be held responsible for the actions of his or her family members, guests, invitees, and lessees.
22. Food and beverage may not be prepared or consumed, except in the Home or in such other areas as may from time to time be designated by the Board.
23. Complaints regarding the Management of the Condominium Property or regarding actions of other Homeowners shall be made in writing to the Association.

24. A Homeowner shall show no sign, advertisement or notice of any type on the common elements, other portions of Riverwood, or in or upon his or her home so as to be visible from the common elements, or any public way, without the prior written consent of the Association by its Board in accordance with the provisions of Section 17.4 of the Declaration and the provisions of the Community Declaration. The only signage to be allowed without prior Board approval shall be a "For Sale" sign no larger than 12" X 10" in Riverwood colors (Attachment A). Signage may only be placed in mulch beds. Under no circumstances shall flyer boxes or window signage be allowed. (3.10.14)
25. No Homeowner is permitted to keep a domestic pet, whether permanent or temporary, in his or her home without prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will a pit-bull be permitted on any portion of Grand Vista at Riverwood. Additionally, no horses, cow, pigs, swine, goats, chickens, pigeons or any such animals, fowl or reptiles shall be kept in Grand Vista at Riverwood. A maximum of two pets is allowed at a residence. The maximum allowed total weight of the pets is 80 lbs. Any pet must be carried or kept on a leash when outside of a home or fenced in area. No pet shall be kept on a leash when outside of a home or in any screened porch or patio unless someone is present in the home. A Homeowner shall immediately pick up and remove soiled animal waste deposited by his pet. The Homeowner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in Grand Vista at Riverwood. If a dog or any other animal becomes obnoxious to the other owners by barking or otherwise, the Homeowner thereof must cause the problem to be corrected; or, if it is not corrected, the Homeowner, upon written notice by the Association, will be required to permanently remove the animal from Grand Vista at Riverwood.
26. No clothesline or other similar device shall be allowed on any portion of the common elements.
27. Motor homes, trailers, recreational vehicles, boats, motorcycles, trucks and vans or trucks used for commercial purposes shall not be permitted to be parked or stored in or on Grand Vista at Riverwood unless kept fully enclosed in a garage except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association strictly prohibits the use of car covers while parked in the driveway. The Association shall have the right to authorize the towing away of any vehicles in violation of these provisions and the provisions of the community documents with the costs to be borne by the owner or violator.
28. A Home Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested, and approval in accordance with the Community Declaration. Such approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Homeowner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.
29. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Homeowner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the common elements.

30. Garages may be used only for the parking of motor vehicles and for minimal storage (i.e., chairs, tools, etc.). No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or full storage area. No individual air conditioning units shall be permitted in a garage. No Homeowner shall utilize parking spaces other than their garage and the driveway in front of such garage except in the event both such parking areas are already occupied by vehicles (as opposed to being utilized for storage). All garage doors shall remain closed when not in use by a vehicle entering or exiting the garage. No garage may be used for hanging laundry and may not be painted or the color or appearance otherwise altered by the Homeowner without the prior written consent of the Association, by its Board and the Community Association. No obnoxious, unpleasant, or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.
31. A Homeowner shall not install any floor covering in the home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a home which does not have another home below it, without the prior written approval of the Association. The Association requires that soundproofing insulation be placed under such floor coverings before installation in all units above the first floor. If a Homeowner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Homeowner to remove the alternate floor covering.
32. The procedure for reporting violations of these Rules and Regulations shall be as follows:  
Any Homeowner may report a violation of the Rules and Regulations to the Association (or its Management Company, if any) in writing. All violation reports are to be submitted in writing and will be considered confidential.
33. The procedure for enforcing these Rules and Regulations shall be as follows:
1. First Offense (1<sup>st</sup> Notice)  
When the Association becomes aware of noncompliance of a rule or regulation by a Homeowner, family member, guest, invitee or lessee, it shall send a certified letter to the Homeowner advising him or her if the rule which he or she has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.
  2. Second Offense (2<sup>nd</sup> Notice)  
If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Dwelling Unit Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Dwelling Unit Owner by certified mail and shall contain notice to the Dwelling Unit Owner and, if applicable, its licensee or invitee, of the right to an opportunity for a hearing before a committee of other Dwelling Unit owners. This notice shall further explain that pursuant to F.S. 18.303(3), a fine may be levied for this and future repeat offenses with this notice as the single notice and opportunity for hearing provided to the Dwelling Unit Owner.
  3. Third Offense (3<sup>rd</sup> Notice)  
If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Homeowner may be charged a fine not in excess of the maximum amount permitted by the Act following verification of the violation by the Board.

4. Fourth Offense  
For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action.
  5. Exemptions and Hearings
    - i. Any Homeowner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.
    - ii. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as set forth in the rules and regulations; provided, however, that no such fine shall in the aggregate exceed the maximum amount permitted by the Act.
34. A Homeowner who fails to timely pay any Assessment shall be charged a late charge by the Association in an amount not to exceed the maximum amount permitted by the Act for such late Assessment. Homeowners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following schedule of fees for such circumstances:
- i. Fifty Dollars (\$50) for a warning letter to a Homeowner that he or she is delinquent in the payment of his Assessments.
  - ii. One Hundred Dollars (\$100) for a Claim of Lien, plus recording costs and sending of Notice of Intention to Foreclose.
  - iii. Fifty Dollars (\$50) for any subsequent Claims of Lien, plus recording costs.
  - iv. Fifty Dollars (\$50) for a Satisfaction of Lien, plus recording costs; and
  - v. Any further action would require an hourly computation of attorney and paralegal time spent pursuing collection of such unpaid Assessments.
35. Before levying a fine against a Homeowner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulation, the Board shall:
- i. Afford the Homeowner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Homeowners after reasonable notice of not less than fourteen (14) days and said notice shall include:
    - i. A Statement of the date, time, and place of the hearing.
    - ii. A statement of the provision of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
    - iii. A short and plain statement of the matters asserted by the Association.

In the event that the committee of Homeowners does not agree with the fine, a Fine may not be levied.
  - ii. Provide an opportunity to the Homeowner against whom the fine may be levied to respond, present evidence, and provide written and oral argument to the committee of Homeowners other than the Homeowner against whom the fine may be levied on all issues involved and shall have an opportunity to review, challenge and respond to any other material being considered.
36. Any approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

37. The Homeowners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all Homeowners.
38. All notices of Homeowners meetings shall be posted on the bulletin board located in the lobby of the clubhouse building.
39. The Board will adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Homeowner within five business days after the Board's receipt of a written request for such Hurricane Standards.
40. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:

- i. The Right of Homeowners to Speak at Meetings

A Homeowner shall have the right to speak at a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restriction shall apply:

- i. The Homeowner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Homeowner has spoken.
    - ii. The Homeowner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Homeowner.
    - iii. The Homeowner may speak only once at a Meeting.

- ii. The Right of Homeowners to Tape Record or Videotape Meetings

A Homeowner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restriction shall apply:

- i. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
    - ii. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time of the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Homeowner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
    - iii. The Homeowner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate recording.

41. Water damage, Who's responsible?

- i. AC – anything to do with AC units including condensation pans, drain lines, and coolant lines are the homeowner's responsibility.
  - ii. Water Heaters – water heaters and exposed water lines (hot or cold) are the homeowner's responsibility. The Association is responsible for all below the grade water lines.

- iii. Leaks Within Units – toilets, dishwasher, washing machine, tub, faucets, etc. All damage caused by leaks, failures or overflows are the homeowners' responsibility. Leaks resulting from failures of shower and tub drains, sewer lines, and water lines in the ceilings and or in the walls are the Association's responsibility. The association will pay for any damage up to and including the drywall.
- iv. Main Water Line – any leaks are the Association's responsibility. The Association will pay for any repairs up to and including the drywall.
- v. Sewer Backup – Association's responsibility. The Association will pay for any damage up to and including the drywall. All other interior damage (flooring, furniture, cabinets, etc.) is the homeowner's responsibility. All ground floor homeowners are encouraged to have sewer backup insurance.
- vi. Roof Leaks – Association's responsibility. The Association will pay for repairs up to the drywall of the units that are damaged.
- vii. Wall, Window or Door Leaks – The Association is responsible for the repair of the outside walls and the homeowners are responsible for window and door repairs.
- viii. In All Circumstances – Where appropriate the Association's responsibility will only cover any damages up to and including the interior face of the drywall. Homeowners are responsible for texturing and painting of the drywall and all other interior repairs; including, but not limited to, flooring, carpeting, cabinets, and trim.
- ix. Simplistic Interpretation – in most circumstances if the source of the damage is within the walls, outside of the unit, or under the concrete slab, it would be the Association's Responsibility to repair. (With exception of AC issues)
- x. The Association's responsibility will not apply if there is any misuse or abuse of the facilities.
- xi. Insurance. It is understood, that wherever possible the Association and or the homeowner can claim the damage on their insurance.

42. These Rules and Regulations may be modified, added to, or repealed at any time by the Association.

By Resolution of the Board of Directors of Grand Vista at  
Riverwood Condominium Association, Inc.