

RIVERWOODS PLANTATION RV RESORT CONDOMINIUM ASSOCIATION INC.

UPDATED RULES AND REGULATIONS

Amended and reissued in their entirety on February 16, 2015

TABLE OF CONTENTS

SECTION 1 – DEFINITIONS

- 1.1 “Association”
- 1.2 “Car Cover”
- 1.3 “Carport Covers”
- 1.4 “Common Elements”

- 1.5 “Common Facilities”
- 1.6 “Common Land”
- 1.7 “Condominium Property”
- 1.8 “Enclosure”
- 1.9 “In Residence”
- 1.10 “Landlord”
- 1.11 “Manager”
- 1.12 “Pet Row Common Land”
- 1.13 “Planned Activities”
- 1.14 “Plot Plan”
- 1.15 “Recreational Facility”
- 1.16 “Residential Structure”
- 1.17 “Riverwoods”
- 1.18 “Rules and Regulations
- 1.19 “Shed” (Approved 2/17/03)
- 1.19(a) “Storage Device” (Approved 2/17/03)
- 1.20 “Unit” (Approved 2/17/03)
- 1.21 “Unit Improvements”
- 1.22 “Unit Land”
- 1.23 “Unit Land Survey Map”
- 1.24 “Unit Owner”
- 1.25 “User and Users”

SECTION 2 – ARCHITECTURAL CONTROL

- 2.1 Residential Structure Standards
- 2.2 Pre-construction Approval Required by the Association
- 2.3 Window Bays
- 2.4 Steps
- 2.5 Awnings
- 2.6 Enclosures
- 2.7 Concrete, Bricks, and Patio Blocks
- 2.8 Sheds
- 2.9 Air Conditioners
- 2.10 Tie Downs and Skirting
- 2.11 Utility Connections
- 2.12 Landscaping
- 2.13 Automatic Sprinklers

SECTION 3 – ADMINISTRATION

- 3.1 Registration on Arrival and Departure
- 3.2 Maintenance Fees - First Notice
- 3.3 Maintenance Fees - Second Notice
- 3.4 Maintenance Fees – Third Notice
- 3.5 Access to Association Records
- 3.6 Right to Speak at Meetings
- 3.7 Right to Record at Meetings
- 3.8 Access to units.

3.9 Official Bulletin Board

3.10 Committee Member Selection Process (Approved 1/21/19)

3.11 Recovery of Bad Check Charges (Approved 1/25/05)

SECTION 4 – COMMUNITY LIVING STANDARDS

- 4.1 Children
- 4.2 User Nuisances
- 4.3 Waste Disposal
- 4.4 Pet Requirements
- 4.5 Residential Structure Occupancy
- 4.6 Business Activities
- 4.7 Easements on Unit Lands
- 4.8 Signs
- 4.9 Miscellaneous Requirements
- 4.10 Leasing of Lands and Residential Structures
- 4.11 Storage

SECTION 5 – VEHICLES

- 5.1 Vehicle Requirements
- 5.2 Vehicle Parking
- 5.3 Miscellaneous Motorized Vehicles
- 5.4 Bicycles
- 5.5 Vehicle Maintenance

SECTION 6 – NATURAL RESOURCES

- 6.1 Water Conservation

SECTION 7 – COMMON ELEMENTS

- 7.1 User Restrictions
- 7.2 Unit Owner Responsibility for Negligence or Other Damages
- 7.3 Roadway Common Land
- 7.4 Walkway Common Land
- 7.5 Pet Row Common Land

7.6 Fees for Temporary Exclusive Use of Common Elements and Association Property (Approved 2/17/03)

SECTION 8 – RECREATION

- 8.1 Recreational Facilities Use
- 8.2 Special Requirements for Children
- 8.3 Recreational Activities Planned by the Activity Director
- 8.4 Boating

EXHIBIT “E”

1995 Second Amended and Restated Declaration of Condominium

RIVERWOODS PLANTATION RV RESORT CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

SECTION 1 -- DEFINITIONS

- 1.1 "Association" means RIVERWOODS PLANTATION RV RESORT CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida Corporation, the entity responsible for the operation of the condominium.
- 1.2 "Car Cover" means any fabric supported fully by the vehicle it is sheltering and attached only to the vehicle.
- 1.3 "Carport Cover" means any self supported structure that is fastened to the ground or driveway and is designed to shelter a vehicle.
- 1.4 "Common Elements" means the portions of the Condominium Property not included in the Units as defined in Section 718.108, Florida Statutes, including the land excluding the Units, all parts of the improvements which are not included within the Units, easements and installations for the furnishing of services to more than one Unit or to the Common Elements such as electricity, gas, water, sewer, telephone and cable TV.
- 1.5 "Common Facilities" is a term reserved for use in these Rules and Regulations only and means the physical objects, roadways, structures and facilities placed upon Common Land owned jointly by all Unit Owners and the supplies and materials used for the maintenance thereof.
- 1.6 "Common Land" is a term reserved for use in these Rules and Regulations only and means the land portion only of Common Elements owned jointly by all Unit Owners.
- 1.7 "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- 1.8 "Enclosure" means a completely enclosed screen or glass room attached to a Residential Structure.
- 1.9 "In Residence" means a Unit Owner, renter, guest or invitee who resides in a Residential Structure.
- 1.10 "Landlord" means a Unit Owner who rents their Unit Land or Residential Structure, and no longer is in Residence and has become ineligible to use Recreational Facilities and attend Planned Activities in accordance with the dual usage prohibition of Section 718.106 (4) of the Condominium Act.
- 1.11 "Manager" means the person hired by the Association to manage the affairs of the Association.
- 1.12 "Pet Row Common Land" is a term reserved for use in these Rules and Regulations only and means the land owned jointly as a common element by all Unit Owners situated immediately behind Units A-1 through and including A-137. All being located on the outer perimeter of Riverwoods and commonly referred to as Pet Row Units
- 1.13 "Planned Activities" means those activities planned, scheduled or published in the monthly newsletter by the Activities Director or announced by the Activities Director at group gatherings.
- 1.14 "Plot Plan" means a drawing of a proposed Unit Improvement which is superimposed on a copy of the Unit Land Survey Map

- 1.15 “Recreational Facility” means the Swimming Pool, Spa, Billiard Room, Memorial Pavilion, Golf Green, Sports Pavilion adjacent to the shuffleboard and horseshoe area, Horseshoe Pits, Tennis Courts, Shuffleboard Courts, Exercise Room, Waterfront, Bocce Ball Court, Volley Ball Court, Wheeler Hall, North and South Activity Centers, Butterfly Garden, Dog Park, and other similar installations which may be constructed in the future.
- 1.16 “Residential Structure” means any structure, including Enclosures, whether stationary or mobile, that can be placed on a Unit Land and lived in by a User.
- 1.17 “Riverwoods” means the over fifty-five adult community of Users occupying the Association Property.
- 1.18 “Rules and Regulations” means these Rules and Regulations.
- 1.19 “Shed” means a freestanding non-residential structure that is permitted to be placed on Unit Land or on Common Lands at the RV Storage Area when approved by the Manager.
- 1.19a ”Storage Device” means a commercially-manufactured cabinet anchored to the rear of a Residential Structure which does not possess a Shed.
- 1.20 “Unit” means a part of the Condominium Property which is subject to exclusive ownership.
- 1.21 “Unit Improvements” means the Residential Structures, Enclosures, Sheds, landscaping and other personal objects that a Unit Owner may add to their Unit Land.
- 1.22 “Unit Land” means the land only portion of a Unit.
- 1.23 “Unit Land Survey Map” means a map of Unit Land prepared by a licensed land surveyor.
- 1.24 “Unit Owner” means the record Unit Owner(s) possessing legal title to a Condominium parcel of land.
- 1.25 “User” or “Users” means Unit Owners, renters, invitees and guest.

SECTION 2 -- ARCHITECTURAL CONTROL

2.1 Residential Structure Standards

- 2.1.1 Unit Land is limited to use by one fully self-contained Residential Structure only. Excluded are tents, truck campers, camper vans, popup campers and boats.
- 2.1.2 All Residential Structures must comply with Association Rules and Regulations. It is the Unit Owner's responsibility to make sure that the dealer and contractors build in accordance with the Association Rules and the Village of Estero. (Revised 04/20/17)
- 2.1.3 A Residential structure may not exceed 990 sq. ft. under any circumstances. A residential structure must meet all of the setbacks according to the Village of Estero Codes. (Revised 04/20/17)
- 2.1.4 No part of the Residential Structure shall extend any closer than 7 feet from the street side survey stakes. The driveways must be a minimum of (12) feet on the shortest side from the property line to the base of the structure and must be long enough to park a vehicle on the concrete surface without protruding onto the street. It is the owner's responsibility to meet this requirement. (Revised 04/14/2014)
- 2.1.5 The minimum setback at the rear of the Residential Structure shall be 5 foot from the surveyed Unit boundary line. On pet Units the minimum setback at the rear of the Residential Structure shall be 18 inches from the surveyed Unit boundary line. No permanent part of the Residential Structure shall encroach on these setbacks.
- 2.1.6 In phases I and II, the minimum setback of the Residential Structure from the adjacent Unit boundary line is 1 foot 9 inches . No permanent part of the Residential Structure shall encroach on these setbacks.
- 2.1.7 In Phases III and IV, the minimum setback of the Residential Structure from the adjacent Unit boundary line is 2 feet 9 inches . No permanent part of the Residential Structure shall encroach on these setbacks.
- 2.1.8 The Declaration of Condominium grants an additional 1 foot easement beyond the Unit boundary line to permit cleaning and other maintenance of a Residential Structure.
- 2.1.9 Front and rear overhangs on Residential Structures shall not exceed 2 feet. Side overhangs shall not exceed 1 foot plus a 5 inch gutter allowance. All new homes shall have gutters on both sides with downspouts on rear and front corners only. (Revised 03/21/16)
- 2.1.10 Second stories, roof top decks, platforms or walkways on permanent residential structures are not permitted. (Revised 01/21/19)
- 2.1.11 No part of the Residential Structure may exceed a total height of fifteen (15) feet from pad to highest point of structure.
- 2.1.12 The spacing between adjacent permanent residential structures shall not be less than ten (10) feet between Buildings. This means wall to wall, not overhangs. (Revised 03/20/17)
- 2.1.13 The exterior color of the units will be neutral or pastel in shade. Changing the siding or painting of the existing siding requires a sample large enough to determine appropriateness of the color which must be submitted to the Architectural Committee for approval. Color of exterior trim must be approved by the Architectural Committee.

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

2.2 Pre-construction Approvals Required by the Association

- 2.2.1 The Village of Estero now requires two surveys when installing a new unit, one which is submitted initially with the plan for the Village approval and another survey must be completed and submitted to the Village of Estero prior to the Village issuing an Occupancy Certificate. (Revised 03/20/17)
- 2.2.2 The owner or owner's designated representative MUST be present for all procedures leading up to and during the placement of a new unit or the replacement of an older unit with a new unit or adding to an existing unit. A survey of the lot prepared by a Florida licensed surveyor shall be presented to the Park Manager with a footprint of the new unit showing that all of the setbacks are met. The owner or designated representative must string out the placement of the new unit and verify that all setbacks are met. The survey with the footprint must show all concrete work to be sure the Association's Rules regarding 60% for hard surface are in compliance. The Architectural Committee or the Park Manager will double check the setbacks, the stringing of the unit, and verify all concrete work with the owner or designated representative. Before any concrete work can be done, the forms must all be in place and approved by the Architectural Committee or the Park Manager. If the owner or the designated representative is not present or the above requirements have not been met, the Park Manager has the right to refuse to accept the Unit for placement in Riverwoods Plantation.
- 2.2.3 In addition to the Plot Plan, other plans showing all dimensions including bays and roof overhangs, outside entries, steps, landings must be submitted to the Manager for approval before delivery or construction of the proposed Residential Structure.

2.3 Window Bays

- 2.3.1 Window bays are permitted on the Residential Structure, subject to proper clearances and individual approval by the Manager. When installed they shall not exceed 1 foot overhang.

2.4 External Steps (Revised 01/21/19)

- 2.4.0 Raised external steps are permitted in the back, front, or on the left side facing the Residential Structure from the street, of the Residential Structure. Steps can be raised to the level of the Residential Structure if they are completely within Unit boundary lines and meet all the following criteria: (Revised 01/21/19)
- 2.4.1 ~~Are not located into the front street side of the Residential Structure.~~ (Revised 01/21/19)
- 2.4.2 The landing must not exceed 4 feet in depth and 6 feet in length and must cover the door opening according to The Village of Estero Codes. The steps cannot extend beyond the end of the unit and must meet all setbacks. (Revised 03/20/17)
- 2.4.3 Steps and landing must contain a hand rail and match the Residential Structure.
- 2.4.4 All required handicapped ramps at steps must be approved by the Association on an individual basis.

2.5 Awnings

- 2.5.0 All awnings, irrespective of use, must meet the following general criteria:
- (1) All requests to install awnings must be approved by the Manager.

(2) Awnings may not be used as a covering for any motor vehicle.

(3) Those awnings capable of being folded down must be secured flat to the residential structure upon the User's departure during hurricane season from June 1st through November 30th.

2.5.1 Awnings for patio covers are permitted if they meet the following criteria:

(1) Awnings used for patio covers must be constructed of aluminum.

(2) When erected, awnings used for patio covers must not extend into the 1 foot easement area of the abutting Unit Land as described in Declaration Section 5.7(b).

(3) Must be put down and fastened securely flat to the residential structure upon the users departure during hurricane season from June 1st through November 30th.

2.5.2 Awnings other than patio awnings used for protection of window glass, shading of window openings and other similar purposes are permitted after October 18, 2004 if they meet the following criteria:

(1) Are constructed of durable materials which will not blow away in a windstorm.

(2) When erected, do not extend into the airspace of the abutting unit as described in Declaration Section 5.5(3).

2.6 Enclosure

2.6.0 An Enclosure may be attached to a Residential Structure if it meets the following criteria:

2.6.1 A proposed Enclosure to be attached to a Residential Structure must be approved by the Association.

2.6.2 The Enclosure must conform to the style and roof line of the Residential Structure to which it is proposed to be attached.

2.6.3 Approval is obtained by submitting a Plot Plan to the Manager including any appropriate information.

2.7 Concrete, Bricks and Patio Blocks

2.7.1 Concrete may be added to a Residential Structure to that area directly under the Residential Structure where no concrete exists and must be added before approval will be given to site and position a replacement Residential Structure.

2.7.2 Concrete and pavers to include driveways, walkways, patios, under residence, steps and air conditioners may not exceed 60 percent of the lot surface areas. No poured concrete on patios. (Revised 03/20/17)

2.7.3 No rock or decorative coatings of any kind will be permitted on driveways or sidewalks. Driveways including aprons may be stained with colors comparable to H&C package colors Bombay & Gull Grey. Samples are available at the Association Office. The color must be pre-approved by the Architectural Committee. (Rev. 2/15/16)

2.7.4 No concrete shall extend into any Common Land.

2.7.5 A plot plan outlining the proposed alteration must be submitted to the Manager 30 days before any brick, patio stones or concrete are set.

2.7.6 The Plot Plan for jointly used patios or walkways between adjacent unit lands must require both owners to comply with the 60% rule. (Revised 03/20/17)

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

2.8 Sheds

- 2.8.1 A single-wide Residential Structure or a Recreational Vehicle is permitted either an enclosure or a separate shed, but not both.
- 2.8.2 An interior Shed must be positioned entirely within the Enclosure and completely covered by the exterior materials of the Enclosure.
- 2.8.3 In lieu of an Enclosure, one free-standing Shed is permitted which must be securely anchored.
- 2.8.4 A Plot Plan outlining the location of the Shed showing all setbacks must be submitted to the Manager for approval.
- 2.8.5 No Shed located on Unit Land or within the maintenance storage area shall exceed eighty (80) square feet or ten (10) feet in length or width. (Revised 03/20/17)

2.9 Air Conditioners

- 2.9.1 Surface-type air conditioners should be located immediately adjacent to the rear of the Residential Structure.
- 2.9.2 When the above location is not possible, air conditioners may be located elsewhere and landscaped on the Users Land with the approval of the Association.
- 2.9.3 In no case shall the air conditioner encroach on adjacent Unit Land.

2.10 Tie Downs and Skirting

- 2.10.1 Tie downs are required for Residential Structures and Sheds.
- 2.10.2 Tied down RVs must be skirted when positioned on Unit Land for more than 6 months.
- 2.10.3 RVs left unattended on Unit Land for more than 2 weeks during the months of June through December must be tied down.
- 2.10.4 Tie down installations is to be made according to The Village of Estero, Lee County Tie Down Code and Florida State Statutes. (Revised 03/20/17)
- 2.10.5 Anchoring devices used for tie downs shall not encroach on adjacent Unit Land or cause a safety hazard.

2.11 Utility Connections

- 2.11.1 All Residential Structures and Sheds must be connected to utilities in a safe and sanitary manner.
- 2.11.2 A proper size cord, properly fused, must be used to connect electricity to the RV.
- 2.11.3 The connection to the "blue" (potable) water must be metal pipe from the riser to an outside metal ball shut off valve without leaks and with a brass check valve.
- 2.11.4 Sewer connections must have no air or water leaks, and must be properly trapped.
- 2.11.5 Rigid pipe must be used to hook-up Residential Structures and Sheds except RVs where it is to be used whenever possible.
- 2.11.6 Blackwater holding tank valves must be kept closed except when dumping.
- 2.11.7 All holding tanks must be dumped and all formaldehyde removed before arrival at Riverwoods. Under no circumstance can formaldehyde be dumped in the Riverwoods sewer system.

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

2.12 Landscaping

- 2.12.1 Approval for all landscaping that are placed less than (5) five feet apart and interfere with mowing must be obtained from the Manager by submission and approval of a Plot Plan or equivalent sketch acceptable to the Manager showing type, location and spacing of proposed plantings.
- 2.12.2 The Association reserves the right to disapprove plantings for any reason including esthetics.
- 2.12.3 When installing, or replacing a lawn, base elevation may not be higher than adjacent properties. All lawn replacement or new lawn installation requires Association approval. (Passed 02/15/16)

2.13 Automatic Underground Sprinkler Systems

Automatic Underground Sprinkler Systems are permitted subject to the following criteria.

- 2.13.1 Approval is obtained by submitting a plot plan to the Manager showing all appropriate information.
- 2.13.2 Sprinkler heads may be placed at the perimeter of the Residential and be constructed of PVC Schedule 40 pipe with 4 inch pop-up heads.
- 2.13.3 No portion of the sprinkler system may be installed on the lands of adjacent Unit Owners or Common Lands. Any portion of the sprinkler system in the easement area that is damaged by work done in the easement is the unit owners responsibility.
- 2.13.4 The system may include a filter, timing device, and a quarter-turn shut-off valve where the latter is connected to the red irrigation water line.
- 2.13.5 Final inspection of the system will be made by the Manager or a person designated by the Association to assist the Manager prior to backfilling the system trenches.

SECTION 3 -- ADMINISTRATION

3.1 Registration on Arrival and Departure

- 3.1.1 Users must register at the Welcome Center upon arrival at Riverwoods.
- 3.1.2 Users must sign out at the Welcome Center when leaving Riverwoods for a period of 24 hours or longer.

3.2 Maintenance Fees – First Notice

- 3.2.0 A notice of the maintenance fee assessment will be mailed first class to each Unit Owner after the amount of the assessment has been established at the Annual Budget Meeting as follows:
 - 3.2.1 The notice will include the assessment fee due quarterly to the Association.
 - 3.2.2 The notice will include detachable sections for each quarter to be returned with the quarterly payment listing the Unit number, the Unit Owner's name and the payment due date.
 - 3.2.3 The notice will include a reminder that payments must be received within 10 days after the due date to avoid an interest charge of 1½% per month plus a \$25.00 collection fee.

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

3.3 Maintenance Fees – Second Notice

- 3.3.0 If payment has not been received by 15 days after the quarterly due date, a second notice will be sent by registered mail, return receipt required as follows:
- 3.3.1 The notice will state that the quarterly maintenance fee payment is now delinquent and that the \$25.00 collection fee plus 1½% interest for the first month is now payable.
- 3.3.2 The notice will include a warning that the maintenance fee for the full year will become due if the delinquent quarterly payment is not received by 30 days after the due date.
- 3.3.3 The notice will warn that the account will be given to the Association's Legal Counsel for collection if payment has not been received by 35 days after the due date, at which time the Unit Owner will become liable for the legal costs of collection.

3.4 Maintenance Fees – Third Notice

- 3.4.0 If payment has not been received by 35 days after the quarterly due date, a third notice will be sent as follows:
- 3.4.1 The notice will state that the maintenance fee charges for the balance of the year are now due, plus interest charges for two months plus the \$25.00 collection fee.
- 3.4.2 The notice will state that the account has been given to the Association's Legal Counsel for collection.
- 3.4.3 The notice will state that the legal collection process includes proper notices, placement of a lien on the Unit Owner's property, and, if necessary, foreclosure and sale of the property.
- 3.4.4 At the same time the third letter is dispatched, the account will be forwarded to the Association's Legal Counsel for collection, and any costs incurred shall become a liability of the Unit Owner.

3.5 Access to Association Records

- 3.5.0 All records of the Association are available for inspection and copying by Unit Owners or their authorized representative except those records specifically excluded by Condominium Law Section 718.11 (12) 15(c). Accessible records shall be available according to the conditions listed below.
- 3.5.1 Records are available for inspection and copying in the Manager's Office during normal working hours and days from 7:30 a.m. - 12:00 noon and 12:30 p.m. - 4:00 p.m., Monday through Friday.
- 3.5.2 The request to inspect must be in writing, either by letter or by completion of an Association form titled "Unit Owner Request for Inspection of Association Records". Verbal requests will not be accepted.
- 3.5.3 Upon written request, the Association will produce the record immediately or within 5 working days if not immediately available.
- 3.5.4 The request to inspect must be specific and contain sufficient information so that the Association may find the records requested.
- 3.5.5 If the records requested can't be found, do not exist or are excepted by Condominium Law Section 718.11 (12) 15(c), the Manager will so inform both the Unit Owner and the authorized representative in writing within the 5 day limitation.
- 3.5.6 The cost of copying records requested by a Unit Owner or an authorized representative shall be 15 cents per page, one side, when reproduced on an Association copying machine or the actual out-of-pocket cost if done at a

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

commercial reproduction establishment.

3.6 Right to Speak at Meetings

- 3.6.0 Every Unit Owner has the right to speak at Board, Unit Owner and Budget meetings with reference to all matters which have been designated as agenda items in the agenda notice of the meeting as follows:
- 3.6.1 Unit Owners may speak on a specific agenda item after the initial Board, Unit Owner or Budget meeting discussion is ended and before a vote or other parliamentary action is taken. Only one statement per person per agenda item may be made. Each statement will not exceed 3 minutes. The statements must be germane to the subject of the agenda item.
- 3.6.2 Unit Owners may speak on generalized subjects towards the end of a Board or Unit Owner meeting under an agenda item called "Unit Owner Input". Only one statement not to exceed 3 minutes may be made. The statements may be on any topic chosen by the Unit Owner but should have some application to Riverwoods and/or its User.
- 3.6.3 If the presiding officer determines that a debate is in progress on a specific agenda topic and that rebuttal by a Unit Owner who has previously spoken is in the best interest of the Association, the presiding officer may allow one additional 3 minute statement per Unit Owner for that specific agenda topic only.
- 3.6.4 The failure of the speaker to adhere to the above conditions may give cause for the presiding officer to terminate further participation by the speaker.

3.7 Right to Record at Meetings

- 3.7.0 Any Unit Owner may tape record or videotape meetings subject to the following standards adopted by the Florida Division of Florida Land Sales, Condominiums and Mobile Homes as follows:
- 3.7.1 Unit Owners are only authorized to use video equipment which does not produce distracting sound or light emissions.
- 3.7.0 Audio and video equipment must be assembled and placed in position in the meeting room before the commencement of the meeting.
- 3.7.3 Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- 3.7.4 Any Unit Owner who wishes to use any audio or video equipment at a meeting must give the Board advance notice through the Manager except that personal hand-held audio tape recorders are exempted from such notice.

3.8 Access to Units

- 3.8.1 The Association has the irrevocable right of access to Unit Land during reasonable hours in accordance with the provisions of the Condominium Act, Section 718.111(5).
- 3.8.2 Such access, when necessary, may be by Association employees or other persons specifically designated by the Board of Directors.
- 3.8.3 The purpose of access includes the maintenance, repair, or replacement of any Common Elements, or portion of a Unit required to be maintained by the Association pursuant to the declaration, mowing, the application of

herbicides and pesticides where applicable, maintenance and repair of utility services positioned in any easement, inspection for conformity with these Rules and Regulations or as necessary to prevent damage to Common Elements or to Unit Land or Unit Improvements.

- 3.8.4 The exterior and grounds of a Unit Owner's property will be inspected from time to time by the Manager and Unit Owners will be advised of conditions which do not meet Riverwoods' standards.

3.9 Official Bulletin Board

- 3.9.1 The Official Bulletin Board for the Association, is hereby designated as the bulletin board on the wall on the west side of the hallway of the Health Building.

3.10 Committee Selection Process

- 3.10.1 Unit owners wishing to join a committee may submit a written request to the chair of the committee at any time. The request to join a committee should identify the requestor's talents, skill and or work experience that would align with the mission statement of the committee. Vacant committee positions are filled by the board liaison to the committee. The liaison will post notice of committee vacancies on the Association's communication boards and the Association's electronic media. The liaison will review any outstanding requests to join the committee. If needed, the liaison may call for additional requests to join the committee at a meeting of the board. The committee chairs are selected by the committee on an annual basis. The chair of the committee determines the number of committee members. All committee meetings are open meetings that unit owners may attend. All committees, committee chairs, and committee members are subject to approval by the board of directors of the Association. (Approved 1/21/19)

3.11 Recovery of Bad Check Charges

- 3.11.1 Unit Owners will be charged a \$25.00 administrative handling fee plus recovery of any other bank charges that may be associated with the issuance of a check returned by a bank for insufficient funds or any other reason.

SECTION 4 - COMMUNITY LIVING STANDARDS

4.1 Children

- 4.1.1 No children under 18 years old shall be allowed to reside in or occupy a Unit for more than 30 days in any 12 month period.
- 4.1.2 All children under 18 years of age must be registered at the Welcome Center at the time they arrive at the park. At registration time, Welcome Center staff applies a numbered wrist bracelet that must be worn at all times for the duration of their visit.
- 4.1.3 Children under 14 years old must be accompanied by an adult when using all Recreational Facilities.
- 4.1.4 No Children under 18 years old are permitted to use the billiard tables unless accompanied and supervised by an adult. (Rev. 11/19/18)

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

4.2 User Nuisances

- 4.2.1 A User shall not obstruct or interfere with the rights of other Users or annoy other Users by unreasonable noises, smells or unreasonable acts.
- 4.2.2 No nuisance shall be allowed to exist on the condominium property nor any use or practice which is the source of annoyance to Users or interferes with the peaceful possession and proper use of the property by its Users.

4.3 Waste Disposal

- 4.3.1 All parts of Unit Land or Unit Improvements shall be kept in a clean and sanitary condition.
- 4.3.2 No rubbish, refuse or garbage shall be allowed to accumulate on Unit Land.
- 4.3.3 No fire hazards shall be allowed to exist on Unit Land.
- 4.3.4 Lawn rakings, weeds, branches, pine needles, twigs and dirt must be bagged and left at the roadside on the 5 foot common land at the front of your Unit Land for pickup by the maintenance crew.
- 4.3.5 Household refuse and garbage shall be disposed of in the Riverwoods compactor area in appropriate containers.
- 4.3.6 A Unit Owner who fails after proper notice by the Association to clean up or eliminate a nuisance, obstruction, fire hazard or household refuse as described in Rule Sections 4.3.2, 4.3.3 and 4.3.4 may be charged the actual cost of maintenance crew labor, materials, transportation and equipment costs plus a \$25 administrative handling fee for the Association having to remove the offending objects and transport to a solid waste disposal facility.

4.4 Pet Requirements

- 4.4.1 Only Unit Owners or renters of Units designated as Pet Row Units 1A001 to 4A137 shall be permitted to keep only 2 pets per Unit.
- 4.4.2 When out-of-doors, all pets shall be leashed.
- 4.4.3 Pet Owners must clean up after their pet at all times and in all places including designated "Pet Walk Areas" and deposit pet refuse in the garbage compactor.
- 4.4.4 Pets must be well behaved and gentle in nature. Constant barking will be considered a nuisance.
- 4.4.5 Pets may be walked only in the areas listed below designated as "Pet Walk Areas":
- (1) The area from the centerline of the perimeter roads in front of Pet Row Units A001 to and including A137 to the roadside property line of each Pet Row Unit 1A001 to 4A137, the latter being generally situated 5 feet from the paved perimeter road surface. No pet may be walked on the private lands of another Pet Lot Owner between the 5 foot common area and a residential structure without the verbal permission of that owner.
 - (2) Behind Pet Row Units 1A001 to 4A137 which includes a specially signed "Pet Walk Area" approximately 30 feet wide behind Units A001 to A013 and A122 to A137.
 - (3) On the grass area between Pet Row Unit A091 and the RV Storage Area and on the grass around the street side of the RV Storage Area forming a continuous "Pet Walk Area" from A091 to Pet Row Unit A090.
 - (4) On a 15 foot grass strip along the right side of Riverwoods exit road from Pet Row Unit A137 to West Broadway.
 - (5) A triangular area marked "Pet Walk Area" bounded by the Avenue of Pines, the Riverwoods exit road, the boundary line fence parallel to West Broadway and ending at the gate at the Southwest corner of the Riverwoods property.

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

(6) The area approximately 20 feet wide starting at the Southwest Gate and extending northward parallel to the West boundary fence to the back of Pet Row Unit A122.

(7) An exception to the above Section 4.4.5 requirements may be granted by the Board of Directors at the request of the Activity Director for a social or recreational activity which involves the use or featuring of pets as part of the activity.

4.5 Residential Structure Occupancy

4.5.1 No more than 4 adults shall continuously occupy a Residential Structure.

4.6 Business Activities

4.6.1 No User shall conduct a service, business or commercial activity of any kind which both charges a fee and also requires a client or a customer who resides outside Riverwoods to visit the Residential Structure at which the User resides.

4.6.2 No User shall conduct a service, business or commercial activity of any kind which requires advertising except by word of mouth.

4.6.3 Yard sales are prohibited except those scheduled by the Activities Director as part of the recreation program.

4.6.4 No construction work before 7:30 a.m. or after 7:00 p.m. Monday through Saturday except for emergencies. No construction work on Sundays except for emergencies.

4.7 Easements on Unit Lands

4.7.1 No permanent objects are to be planted, installed, constructed or placed in the 5 foot utility easement area located behind abutting Units. This area must be kept clear for the intended purpose of repair and maintenance by the Condominium and Utility and Cable TV companies. Any Unit Owner who places anything in the utility easements does so at their own risk.

4.7.2 No permanent objects are to be planted, installed, constructed or placed in the 1 foot easement area designated in Section 2.1.9. Bricks and patio blocks set in sand at ground level, are not considered permanent.

4.8 Signs

4.8.1 No signs of any kind shall be displayed on Unit Land or Unit Improvements without approval of the Association. Such approval is hereby delegated by the Board to the Manager.

4.8.2 All permanent Residential Structures must prominently display house numbers on the street side of the Residential Structure for the use of emergency services, Association personnel and other Users.

4.9 Miscellaneous Requirements

4.9.1 No User shall deliver or solicit, whether from a central location or from door-to-door, any letters, newsletters, advertisements or other written materials without approval of the Association.

4.9.2 Quiet hours are from 10:00 P.M. to 7:30 A.M.

4.9.3 Smoking is not permitted in any of the Association's commonly-owned buildings.

4.9.4 Public announcements are permitted when approved by the Manager.

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

4.9.5 Temporary clothes lines for bathing suits and towels may be strung under an awning or on the site patio area only and they must be taken down when not actually in use. No lines may be secured to trees.

4.9.6 Fences are prohibited except when required by the Association as part of the landscaping that may be necessary for non-conforming air conditioner locations as described in Rule Section 2.8.2.

4.10 Leasing of Unit Lands and Residential Structures

4.10.1 No lease shall be for less than thirty (30) consecutive days, except immediate family of Unit Owners can rent/lease for not less than seven (7) consecutive days (except for grandfathered Unit Owners as set forth in the Declaration of the Condominium). See article 14.1 of the Declaration of Condominium for further details.

4.10.2 Unit Owners may lease their Units and Residential Structures by verbal or written means.

4.10.3 Verbal leases made by the Lessor must include a signed Association LEASE ADDENDUM form placed on file in the Manager's Office subject to approval by the Association.

4.10.4 Written leases prepared by the Lessor must provide in writing that the Lessee agrees to abide by all of the Rules and Regulations of the Association and that failure to do so is a breach of the lease.

4.10.5 Written leases prepared by the Lessor must have attached a signed Association LEASE ADDENDUM form which will be placed on file in the Manager's Office and subject to approval by the Association.

4.10.6 When a violation warning is issued to a renter, compliance must be immediate or the renter will be asked to leave Riverwoods at once.

4.10.7 Renters are permitted only 1 car per rental Unit.

4.11 Storage

4.11.1 If an RV is on premise, temporary storage under the RV is permitted if the RV is skirted. Any permanent RV or structure must have proper skirting.

4.11.2 A wooden picnic table turned upside down may be externally stored on vacant Unit Land.

4.11.3 Grills, bicycles, patio furniture and other objects likely to blow away during a violent windstorm or hurricane must be stored inside or under the Residential Structure or in the Shed when the Residential Structure is vacant

4.11.4 One storage device anchored to a Residential Structure which does not possess a Shed is permitted and must meet the following criteria

(1) A Plot Plan showing the location of the storage device and dimensions must be submitted to the Manager for approval.

(2) The storage device may not exceed thirty-five (35) cubic feet in storage capacity.

(3) The storage device must be located on the rear side of the Residential Structure at ground level.

(4) Anchoring to the residential structure will be sufficiently adequate to prevent the storage device from blowing away during a windstorm or a hurricane.

(5) The proposed location of the storage device must not interfere with mowing, obstruct a private walkway, nor project past either corner of the Residential Structure to which it is attached.

(6) The proposed location of the storage device may extend into an easement area or Common Lands in the

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

same manner and under the same conditions as permitted for an air conditioner.

(7) The color of the storage device must be compatible to that of the Residential Structure to which it is attached.

4.11.5 A Unit owner who vacates a Unit and fails to properly store the physical objects listed in Rule Section 4.11 may be charged by the Association the actual cost of maintenance crew labor, materials, transportation and equipment costs plus a \$25 administrative handling fee for the Association for removing, transporting and temporarily storing the objects at a commonly-owned facility.

SECTION 5 – VEHICLES 5.1 Vehicle Requirements

5.1.1 All vehicles entering Riverwoods must be registered at the Welcome Center.

5.1.2 Registered Unit Owner vehicles must display a Riverwoods sticker on both front and rear windows.

5.1.3 Vehicles of overnight guests and renters must display a temporary Riverwoods sticker on both front and rear windows.

5.1.4 Vehicles of day guests and commercial businesses must display a dated pass visible through the windshield of the vehicle while in Riverwoods.

5.1.5 All vehicles are to observe the 15 m.p.h. posted speed limit within Riverwoods.

5.1.6 Unit Owners are restricted to one vehicle per owned Unit unless the Unit Owner has made provision to rent one of the spaces in the RV storage area, received permission to park on the concrete pad of some other Unit Owner or uses some other space or place other than within the confines of Riverwoods.

5.2 Vehicle Parking

5.2.1 Parking on Unit Owner Land

(1) Parking on a Unit Owners concrete driveway is permitted for only one car, van, truck, or mini-motor home used solely for transportation as well as for the miscellaneous motorized vehicles name in Rule Section 5.3.1.

(2) No User may temporarily park on the concrete pad or grass area of another person's Unit Land without some form of acknowledgment or permission from that Unit Owner.

(3) Vehicles may not be parked on another Unit Owner's concrete driveway from June 1 to October 1 unless permission from the Unit Owner is obtained and the existence of the permission is communicated to the Manager's office by telephone or other means. If the vehicle is an RV, parking permitted on the concrete pad only.

(4) Temporary parking for 2 weeks or less for guests and invitees is permitted on the Unit Owner's grass areas just off the street pavement.

5.2.2 Parking at Common Element Parking Areas from 7:30 a.m. to 10:00 p.m.

(1) Parking areas designated by painted lines around Recreational Facilities, the South Activities Center Building and bath houses are for temporary parking only while using the named facility from 7:30 a.m. to 10:00 p.m. These designated areas are not to be used for parking a second vehicle, nor for Unit Owner parking when the Unit Owner's driveway space is occupied by another vehicle.

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

5.2.3 Temporary parking is permitted for guests that do not park on the Unit Owners grass is at the sole discretion of Management.

5.2.4 Parking for RVs

(1) All other RVs must park in the RV storage area for which an annual rental fee is charged

(2) Users with RVs may bring their RV to their Unit Land for loading and unloading for not more than 24 hours within a 7 day period after reporting their intention to the Security Office.

5.2.5 Parking on a Unit Owner's concrete driveway of a car, van, truck, or mini-motor home used solely for transportation must be parallel with the long side of the driveway and in no instance will any portion of the vehicle extend over into the edge of the macadam roadway.

5.3 Miscellaneous Motorized Vehicles

5.3.1 Two-wheeled motorcycles, minibikes, mopeds and powered bikes may be used for ingress or egress from Riverwoods after obtaining a permit from the Association.

5.4 Bicycles

5.4.1 No bicycles are allowed on pool decks, walkways or Common Elements other than roadways.

5.4.2 All bicycles or other wheeled vehicles must keep to the right and observe posted speed limits, stop signs and all other rules of the road.

5.4.3 Bicycles ridden from sunset to sunrise must possess and display an operable headlight and have at least one reflector on the rear.

5.4.4 All bicycles must have a bell or horn for emergency use.

5.4.5 Parking of bicycles in front of Wheeler Hall is not permitted.

5.5 Vehicle Maintenance

5.5.1 Minimal vehicle maintenance such as changing spark plugs, light bulbs, small accessories, tires and wheels, and cleaning and polishing may be performed on the Unit Owner's land.

5.5.2 Extensive maintenance functions which leave a vehicle inoperable for more than 8 hours are not permitted.

5.5.3 Carport covers are prohibited.

5.5.4 Car covers are permitted

5.5.5 Vehicle parts may not be stored in public view on a Unit.

6.1 Water Conservation and Uses

6.1.1 All watering of plants, grass, other vegetation, automotive vehicles and boats must be in conformance with the Southwest Florida Water Management District water conservation regulations as posted on the Association Official Bulletin Board.

6.1.2 Use of potable water in the blue potable water lines for watering plants, grass and other vegetation is not permitted.

6.1.3 Watering or irrigation of plants, grass and other vegetation must be done at scheduled times as posted on the Association Official Bulletin Board, using the lake irrigation water contained in the red irrigation water lines.

- 6.1.4 Cross-connecting blue potable water lines with red irrigation water lines or visa-versa is not permissible.
- 6.1.5 Newly-applied sod may be watered with the red irrigation water on the four days per week the pumps operate for a two-week period dating from the day of installation of the sod.
- 6.1.6 Blue potable water may not be used to wash automotive vehicles and boats, except at the designated location at the river front.

SECTION 7 -- COMMON ELEMENTS

7.1 User Restrictions

- 7.1.1 Users shall not willfully interfere with the conduct of a maintenance project underway on Common Lands and common facilities.
- 7.1.2 Users shall not willfully damage, destroy or render unusable any part of Common Lands or Common Facilities.
- 7.1.3 Users shall not appropriate for their personal use any Association-owned supplies, equipment or materials from Common Facilities.

7.2 Unit Owner Responsibility For Negligence or Other Damages

- 7.2.1 Each Unit Owner shall be liable to the Association for the expenses of any maintenance, repair, or replacement of Common Lands, Common Property or maintenance of portions of the Unit which are the responsibility of the Association, made necessary by his or her act of negligence or by that of any member of his or her family or guests, employees or lessees.
- 7.2.2 The Unit Owner shall be responsible to the Association for the cost of repairing the damaged areas, legal expenses and any other costs associated in enforcing the Association's rights in this regard.
- 7.2.3 Payment shall be made to the Association within 30 days of receipt of an invoice for the repair of the damages or the Association may require the Unit Owner to cause the damages to be repaired at his or her expense.

7.3 Roadway Common Land

- 7.3.1 Objects shall not be planted, installed, constructed or placed in the 5 foot Common Land on each side of roadways.

7.4 Walkway Common Land

- 7.4.1 Objects are not to be planted, installed, constructed or placed in the Common Land walkways shown on the Declaration Exhibit A Plat Maps for Phases I, II, and IV. Unit Owners who do place objects in the walkways do so at their own risk should the area be used for Association maintenance.

7.5 Pet Row Common Land

- 7.5.1 Vegetative objects, permanent objects or non-permanent objects are not to be planted, installed or constructed by Unit Owners on the Pet Row Common Lands beyond the 18 inch easement area behind the outer perimeter pet lots except by Revocable Permit issued by the Association in accordance with the criteria noted below.
- 7.5.2 Permanent objects other than vegetation will not be permitted on Pet Row Common Land. Previously-existing permanent objects other than vegetation must be removed at the Unit Owner's expense.
- 7.5.3 The Association is exercising its ownership rights to all vegetation which exists in this area as of the date of

approval of this rule or is placed there thereafter. Such vegetation becomes the property of the Association. Such vegetation may be modified by the Association to ensure that this area is kept clear for the walking of pets, mowing, security checks and maintenance of common electrical, water, telephone and television services.

- 7.5.4 Vegetable plants, flowering or decorative-leafed plants and non-permanent objects as described below may be planted or installed, placed or constructed on Pet Row Common Lands only by revocable permit approved and issued by the Association.
- 7.5.5 Permissible vegetable plants or flowering and decorative-leafed plants include only those plants that are thorn-less, non woody, and do not exceed 36 inches in height.
- 7.5.6 Permissible non-permanent objects include--but are not limited to--patio blocks, bricks, bird feeders, and picnic benches.
- 7.5.7 Patio blocks and bricks must be installed flush with the ground. Patio blocks and bricks may not occupy the space more than 11 feet from the Unit and must be part of the maximum square footage of concrete, bricks and patio blocks.
- 7.5.8 New or additional Citrus trees are prohibited. The permissibility of other tree species will be determined by the Association on a case-by-case basis.
- 7.5.9 Portable non-permanent objects and other personal property except picnic tables that are left unattended for more than 2 weeks, must be stored in the Unit Owner's storage area.
- 7.5.10 The placement of vegetable plants, flowering and decorative leaved plants and non-permanent objects must not interfere with or restrict the walking of pets, mowing, security checks and the maintenance of common electrical, water, telephone and television services.
- 7.5.11 Any objects not meeting the above criteria must be removed from the Pet Row Common Lands.
- 7.5.12 The cost of cutting and removing any vegetative growth will be borne by the Association.
- 7.5.13 Failure to comply with the above criteria may result in permit amendment, permit revocation or other appropriate action.
- 7.5.14 Any pet row Unit Owner who feels aggrieved over the complete removal of any vegetation behind their lot may formally appeal to the Association before any cutting is done.

7.6 Fees for Temporary Exclusive Use of Common Elements and Association Property

- 7.6.1 A fee will be charged for the temporary exclusive use of spaces in the boat storage area at the Riverfront and spaces for recreational vehicles, other vehicles and sheds in the RV Storage Area.
- 7.6.2 Temporary exclusive use will be on a "first come, first served" basis if space or quantities are inadequate for requests.
- 7.6.3 Exclusive use fees are charged on an annual basis.
- 7.6.4 Exclusive use fees are non-refundable for any reason including moving out of Riverwoods, no longer needing the space and leaving Riverwoods before the season is over.
- 7.6.5 Storage spaces will not be loaned or sub-rented to other persons.

SECTION 8 -- RECREATION

8.1 Recreational Facilities Use

EXHIBIT "E"

1995 Second Amended and Restated Declaration of Condominium

- 8.1.1 Users must comply with the posted requirements at each Recreational Facility.
- 8.1.2 Guests who visit for the day may use all Recreation Facilities in attendance with their resident hosts.
- 8.1.3 Food or drink is not allowed in the living and billiard rooms of Wheeler Hall and the swimming pool area.
- 8.1.4 All requests for reserving Recreational Facilities for special uses must be submitted to and approved by the Activities Director.
- 8.1.5 The use of self-propelled transportation devices except bicycles or tricycles and including but not limited to roller blades, inline skates, scooters and skateboards is prohibited.
- 8.1.6 The use of motorized transportation devices including but not limited to bicycles, roller blades, scooters, in line skates, golf carts and skateboards as well as similar devices that may be manufactured from time-to-time are prohibited unless such use is by a duly-approved disabled person
- 8.1.7 Walkers and joggers have right of way at all times.

8.3 Recreational Activities Planned by the Activities Director

- 8.3.1 A Unit Owner residing elsewhere at the time of a Planned Activity is eligible to attend providing the Unit Owner is not a Landlord at that time.
- 8.3.2 A person must be In Residence to be eligible to attend a Planned Activity.
- 8.3.3 Attendance at the Christmas Bazaar, Flea and Craft Sales, Sr. Mini-Olympics and Square/Round Dancing do not require a person to be in Residence.
- 8.3.4 A single person In Residence may bring a guest to Planned Activities.
- 8.3.5 A Unit Owner or Renter who leads classes, chairs daily activities or work on committees does so voluntarily.
- 8.3.6 All employees, committee members and their spouses are required to purchase tickets for every Planned Activity they attend at which a fee is charged.
- 8.3.7 The Activities Director is authorized to close Recreational Facilities for certain Planned Activities.
- 8.3.8 Residents may bring their own beverages to planned activities.
- 8.3.9 The Board of Directors directs that all sports or activities involving single sex teams and activities at Riverwoods, with regard to time and space and specific locations, be scheduled on a non-preferential basis. (Rev. 3/19/18)

8.4 Boating

- 8.4.1 All boats must be removed from the Estero River each evening.
- 8.4.2 Docks immediately adjacent to the boat ramp are limited to 10 minute "ingress-egress" for boat docking.
- 8.4.3 Boats may be temporarily parked on an Owner's Unit for loading, unloading and minor maintenance for not more than 24 hours in any 48-hour period.
- 8.4.4 Boats may not be stored on a Unit Land except from May 1 to October 1 on a vacant concrete pad with that Unit Owner's written permission as long as the boat owner is in Residence in Riverwoods.
- 8.4.5 Boat equipment, boat trailers, canoes and other water craft may not be stored in public view on Unit Land.