

**River Oaks
At Ten Mile Creek
Homeowners Association,
Inc.**

Rules and Regulations

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These Rules and Regulations are designed for the mutual benefit of all homeowners. All Rules and Regulations shall apply to and be binding upon all homeowners, tenant residents, guests, and invitees.

General

Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenant residents, contractors, and other persons for whom they are responsible, as well as for the actions of persons over whom they exercise control and supervision.

1. *Observance of Laws.* All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Common Areas or any Lot or Home shall be corrected by, and the sole expense of, the Owner and, as appropriate, the violator.
2. *Improper Use.* No improper, hazardous or unlawful use shall be made of the Common Areas or any Home or Lot. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
3. *Nuisance.* No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding area. Nothing shall be done within the Common Areas or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees, and tenant residents using any portion of the Community.
4. *Violations.* Violations of any Rule or Regulation shall subject the responsible Owner and/ or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants and Restrictions for River Oaks at Ten Mile Creek Homeowners Association, Inc. All violations of any of the Rules and Regulations should be reported immediately to the Management Company. The Board of Directors, the Management Company, or any other Agent designated by the Board will notify the responsible Owner/tenant resident and/or violator in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board of Directors in accordance with the Declaration of Covenants.
5. *Enforcement.* Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court cost incurred by it, together with reasonable attorney's fees, against the responsible Owner and/ or violator. In addition, and in the sole discretion of the Board of Directors, fines may be imposed upon the Owner for failure to comply with any Rule or Regulation.
6. *Revocation.* Any waivers of the Rules and Regulations and/ or consents or approvals in violation of the Rules and Regulations given by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless set forth in writing by the Board of Directors.

7. *No Amendment.* The Rules and Regulations contained in this document do not amend any provisions of the Declaration of Covenants and Restrictions. In the event of conflict between the two, the provisions of the Declaration shall prevail.
8. *Further Amendment.* The Board of Directors reserves the right to amend, clarify or alter these Rules and Regulations at any time.

Unit Leasing Process

1. All leases are subject to approval by the Board of Directors.
2. Occupancy prior to lease approval is forbidden.
3. All leases must be in writing and shall be specifically subject to the Declaration of Covenants and Restrictions, the Articles of Incorporation, and the Bylaws.
4. All leases must be copied and delivered to the Board of Directors or the Management Company prior to occupancy by the new tenant/resident (s) along with an application and a non-refundable application-processing fee in the form of a check or money order in the amount of \$100 made out to the River Oaks at Ten Mile Creek Homeowners Association, Inc.
5. No lease shall be for a period of less than 6 months, and no Unit may be leased more than two times in any consecutive 12-month period without the prior written consent of the Board of Directors.

Architectural Review and Control

1. No Owner shall make any Improvement, and no Owner shall apply for any governmental approval or building or other permit for any Improvement unless given prior written approval of the Improvement from the Board of Directors.
2. Any request by an Owner for approval by the Board of Directors to any Improvement shall be in writing and shall be accompanied by plans and specifications or other details as the Board of Directors may deem reasonably necessary in connection with its determination as to whether or not it will approve said Improvement. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed Improvements.
3. The Board of Directors shall have the right to charge a reasonable fee in connection with the approval of any request, to pay for the cost of any architect or engineer hired by the Board of Directors to review any plans or specifications.
4. The Board of Directors shall notify the Owner of its approval or disapproval, or that the Board of Directors requires additions to the plans and specifications, by written notice to the Owner.
5. Upon completion of the Improvement, the Owner shall give written notice of the completion of the Improvement to the Board of Directors. Within sixty (60) days thereafter, the Board of Directors shall inspect the Improvement, and if the Board of Directors finds that the Improvement was not completed in conformance with the approved plans and specifications, the Board shall notify the Owner in writing of any non-compliance and the particulars of said non-compliance within the 60-day period. The Owner shall correct the deficiencies set forth in the notice within thirty (30) days and upon completion of the work required to correct the deficiencies, the Owner shall again give to the Board of Directors notice of completion of the work, and the provisions of this Regulation shall again become operative.

Trash and Other Materials

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings, or other waste materials shall be kept or permitted on the Lots or Common Areas. All of the above items should be put in one of the three dumpsters located toward the front, toward the middle, and toward the rear of the Community. Large refuse items may not be placed in or around dumpster. These items include but are not limited to appliances, furniture, etc. Caustic substances including but not limited to batteries, used motor oil, etc. may not be placed in the dumpsters.
2. If a Unit Owner or Tenant/Resident has any large refuse items, that may not be placed in or around the dumpster, they must make arrangements with the Fort Pierce Utility Authority to have said items removed from the property. These items can be placed at the curb after 5:00pm the day before the scheduled pick up and any trash receptacles associated with this pre-arranged pick up must be removed and stored inside by 5:00pm on day of the pick up.
3. No trash cans or other containers are to be stored outside any unit.

Parking and Vehicular Restrictions

1. Parking is permitted only on driveways, inside garages, or in auxiliary parking spaces located throughout the Community.
2. Parking in any neighbor-driveway by any owner or tenant/resident without the express consent of owner of the neighbor-driveway is prohibited.
3. Street parking is not permitted overnight.
4. Only private passenger vehicles, which include automobiles, vans, and pick-up trucks with a carrying capacity of one (1) ton or less, are permitted to park within the Community, unless given prior written approval by the Board of Directors.
5. No vehicle, containing commercial lettering, signs, or equipment, and no truck, boat, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle, are permitted to be parked or stored outside of unit garage.
6. An owner or resident may not keep more than two (2) vehicles within the Community on a permanent basis without prior written consent of the Board of Directors.
7. All vehicles parked within the Community must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Community outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles shall be made in the Community at any time.
8. Disposal of drained automotive fluid is not permitted in the Community.
9. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the Community or parked overnight outside of an enclosed garage, except with the prior written consent of the Board of Directors which may be withdrawn at any time. Any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of the motorized vehicle does not create an unreasonable nuisance to the residents of the Community.
10. Car washing is permitted only in the owner or tenant/resident's driveway in compliance with applicable county water restrictions.
11. The Board of Directors or its designated Agent shall make a reasonable attempt, but not have the obligation, to give notice to the Owner or tenant/resident of an offense. If such offense is not corrected, the Board of Directors or its designated Agent may have the offender's vehicle towed at the Owner or tenant/resident's risk, expense and/or fined in accordance with the Declaration of Covenants and Restrictions.

Garage and Garage Doors

1. Each unit has an attached garage, which provides parking for at least one vehicle.
2. The garage is to be used for vehicle parking and/or storage only.
3. Any Owner or tenant/resident who uses the garage area for anything other than vehicle parking or storage without the prior written consent of the Board of Directors may be subject to fines set forth in the Declaration of Covenants and Restrictions.
4. Garage doors are for ingress and egress only, and shall be closed at all times when not in use.

Pets

1. No pets or animals except dogs, cats, or aquarium fish shall be maintained or harbored within a Unit or Lot unless given prior written consent by the Board of Directors.
2. A total of two (2) dogs or two (2) cats or any combination thereof are allowable by any owner or tenant/resident at any one time.
3. A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit or Lot creates a nuisance, is dangerous or ill tempered, or is exotic shall be binding and conclusive on all parties and the owner of the pet shall be required to immediately cease harboring or maintaining such an animal within any Unit or Lot.
4. No pit bull dogs, pure breed or of mixed breed, shall be permitted in any Unit or Lot.
5. Any dog or cat harbored or maintained within any Unit or Lot shall not be in excess of twenty-five (25) pounds at maturity without prior written approval of the Board of Directors.
6. All pets shall be on a leash when outside any Unit.
7. Any person walking a pet shall clean up all matter created by the pet and dispose of said matter in an appropriate manner.
8. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each Owner or tenant resident who decides to maintain or harbor a pet agrees to indemnify the Homeowners Association and hold harmless against any loss or liability of any kind or character whatsoever arising from having any animal on the property.

General Use of Common Areas and Recreational Areas

1. Responsibility
 - An Owner shall be held responsible for the actions and conduct of its family members, guests, invitees, and tenant residents. Decorum, good conduct, and safety shall be observed and shall be enforced.
 - Damage to Association Property, including the Recreational Area(s) or equipment therein, which is caused by any Owner shall be repaired or replaced at the expense of the Owner.
 - The use of the Recreational Area(s) by anyone other than an Owner or the family members, guests, invitees, or tenant residents is prohibited and shall not be at the risk of the Homeowners Association.
 - The Homeowners Association shall not be responsible for any injury or any loss or damage to personal property at the Recreational Areas regardless of where such property is kept, checked, left, or stored on the premises.

2. General Use Restrictions

- The Recreational Area(s) shall be solely for the use of the owner and their family members, limited guests, invitees or tenant residents, subject to the provisions of the Association Documents.
- Owners and tenant residents shall accompany their guests or invitees to the Recreational Area(s).
- Pets shall not be permitted in the Pool Area.
- Propane grills or grills of any kind are not permitted in any Recreational Area(s).
- Walkways and entrances of the Recreational Area(s) and facilities shall not be obstructed or used other than ingress and egress.

3. Cleanliness.

- It is prohibited to litter or cause debris to be put in any of the Common Areas or Recreational Area(s). Owners, their family members, guests, invitees, and tenant residents shall remove or dispose of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or Association Property.
- No personal articles shall be allowed to stand overnight in any or the Common Areas.
- No garbage cans (other than those provided by the Association), supplies, water bottles, or other articles shall be placed or left within the Common Areas and Recreational Area(s).

Swimming Pool Area

1. All persons using the pool are doing so at their own risk. No lifeguard will be on duty. The Homeowners Association and its Board of Directors assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/ or pool area. Persons using the pool or pool area agree not to hold the Association or the Board of Directors liable for actions of any nature occurring with the pool area.
2. Pool hours are from dawn till dusk. At no time shall use of the pool be permitted which is deemed disruptive to the peaceful enjoyment of other residents.
3. All persons 12 years of age or younger must be accompanied to the pool by an Owner, tenant resident, or supervising adult over the age of twenty-one (21).
4. No nude swimming is allowed at any age in the pool. Infants and toddlers with diapers must wear protective, leak-proof pants. Proper swim attire must be worn in the pool.
5. At no time shall life saving devices (preservers, shepherd's hook, etc.) shall be used for play. These items are for emergency use only.
6. Health and Safety Considerations:
 - Shower before entering the pool.
 - No soaps or shampoos shall be used in the pool or at poolside
 - Persons wearing bandages shall not use the pool.
 - Persons having communicable diseases, infections, or any type (such as strep, intestinal infections, flu, pink eye, etc.), open sores, colds, coughs, inflammation of the eyes, shall not enter the pool.
 - No glass or other breakable objects are allowed in the pool area.
 - All belongings shall be removed when the user is leaving the pool area. The Homeowners Association or the Board of Directors shall not be responsible for any belongings lost or stolen.
 - No alcoholic beverages are allowed in the pool area.
 - No diving is permitted.
 - No animals are permitted in the pool.

7. Any owner or tenant resident may reserve the cabana for private functions by contacting the Property Manager. A request form must be filled out and approved before the cabana can be reserved. The cabana reservation is not exclusive. All owners and tenant residents have the right to use the pool during posted pool hours.

Other Rules

1. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Community or within any Lot or Unit, without the prior written consent of the Board of Directors. The foregoing shall not prohibit any Owner from leasing their unit.
2. The personal property of any Owner or tenant resident of the Community shall be kept inside the Owner's or tenant resident's Unit, except for patio furniture, accessories, and barbecue equipment not exceeding 9 square feet, which must be kept in the rear of the Unit and must be neat in appearance and in good working order.
3. Each Owner shall maintain their Unit and personal property upon their Lot in first class condition at all times, except any portions thereof to be maintained by the Homeowners Association as provided in the Declaration of Covenants and Restrictions.
4. No signs of any kind are allowed in the windows of any Unit or on any Lot until the Building Contractor, River Oaks at Ten Mile Creek, LLC, no longer owns any Lots in the Community. In the event any sign is installed on any Lot or on the exterior of any Unit which violates this Rule, the Board of Directors shall have the right to remove such sign without notice to the Owner, and the removal shall not be deemed a trespass and the Board of Directors shall not be liable to the Owner for the removal or for any damage or loss to the sign.
5. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after on Owner or tenant resident first moves into a Unit or when permanent window treatments are being cleaned or repaired.
6. No swimming pools, spas or the like, shall be installed without the prior written consent of the Board of Directors.
7. No fences or walls shall be installed without the prior written consent of the Board of Directors as to the location, type, material, and color. Fences and walls must be maintained in good condition at all times.
8. Owners or residents who are moving into or out of the Community shall do so between the hours of 8:00am and 9:00pm.
9. All door-to-door commercial solicitation is prohibited. Placing of materials on or around mailboxes or on or within any portion of the Unit or Lot is prohibited.
10. No signs (For Rent, For Sale, Open House, etc.) shall be posted in window of any unit or located on any Unit lot without the express written consent of the Board of Directors.

Notification of Violation and the Issuing of Fines

The following is the procedure that shall be followed when homeowners are in violation of these Rules and Regulations of the Homeowners Association and the Homeowners Declaration of Covenants and Restrictions (with the exception of vehicle violations wherein the vehicle in violation may be towed without notice).

First Notice

- Indicate the date of this correspondence
- State the nature of the infraction
- Requests voluntary Owner compliance

Second Notice

- Indicate the date of the first correspondence, the date of this correspondence, and state that this is the Second and final notice.
- State the nature of the infraction
- Indicate the section and paragraph of the associated rule (s) and regulation (s) located in the River Oaks at Ten Mile Creek Documents and /or Rules and Regulations.
- State that the Owner has fourteen (14) days to comply
- State the Homeowners Association's intention to impose a fine if the infraction is not corrected after the stated fourteen (14) days.
- State that the Owner will be assessed a fine of \$100.00 per day, per offense, not to exceed \$1000.00
- State that the Owner has the right to appeal at the time and place specified for the next Appeal's Committee meeting
- Owner shall be given notice at least fourteen (14) days before the next Fines Committee meeting. If the Owner elects to appear before the Fines Committee and bring their attorney, the Owner must contact the Management Company and indicate their intention to appear with council. Notice must be given at least forty-eight hours (two (2) days) before the meeting in order to update the agenda to include this item.

Transfer to Attorney

- If after the Second and Final Notice, no action to comply has been taken by the Owner and no fine has been paid, the Board of Directors shall notify the Association's attorney for further legal action.