

River Oaks
At Ten Mile Creek
Homeowners Association.
Inc.

Rules and Regulations

Revised January 26, 2026

Table of Contents

General	page 3
unit leasing process	page 4
architectural review and control	page 4
trash and other materials	page 5
parking and vehicular restrictions	page 5
garage and garage doors	page 6
pets	page 6
general use of common area and recreational areas	page 6 through 7
swimming pool area	pages 7 through 8
other rules	pages 8 through 10
notification of violation and the issuing of fines	page 8 through 9
violations / fines / enforcement	page 11 through 12
parking / decals / towing	page 12 through 14

These Rules and Regulations are adopted for the mutual benefit, safety, health, welfare, and enjoyment of all Owners within River Oaks at Ten Mile Creek. These Rules apply to and are binding upon all Owners, tenant residents, occupants, guests, invitees, contractors, and any other persons present within the community.

General

Responsibility - Each Owner is responsible for ensuring compliance with these Rules and Regulations by all members of their household, tenants, guests, invitees, contractors, and any other persons under their control or supervision.

1. *Observance of Laws* - All applicable federal, state, and local laws, ordinances, and regulations must be observed. Any violation occurring on a Lot or within the Common Areas shall be corrected at the sole expense of the responsible Owner.
2. *Improper Use* - No unlawful, hazardous, or improper use shall be made of any Lot, Home, or Common Area.
3. *Nuisance* - No activity shall be conducted that creates an unreasonable disturbance, annoyance, or nuisance to other Owners or residents or interferes with the peaceful use and enjoyment of the community.
4. *Violations* - Violations of these Rules and Regulations may result in enforcement action by the Association as permitted by the governing documents.
5. *Revocation of Waivers* - Any approval or waiver granted by the Board may be revoked and does not constitute a continuing waiver.
6. *No Amendment to Declaration* - These Rules and Regulations do not amend the Declaration of Covenants and Restrictions. In the event of a conflict, the Declaration shall control.
7. *Further Amendment* - The Board of Directors may amend or clarify these Rules and Regulations as necessary.

Unit Leasing Process

1. All leases are subject to prior approval by the Board of Directors.
2. Occupancy prior to written approval is prohibited.
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 slash resident along with an application and a nonrefundable application processing fee in the form of a check or money order in the amount of \$250 made out to the River Oaks at Ten Mile Creek Homeowners Association Inc.
5. No lease shall be for a period of less than six 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 60 days thereafter, the board of directors shall inspect the improvement and if the board of directors finds that the improvement is 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 noncompliance within the 60 day period. The owner shall correct the deficiencies set forth in the notice within 30 days and upon completion of the work required to correct the deficiencies, the owner shall again give 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 the above items should be put in one of the three dumpsters located toward the front, middle and back of the community. Large refuse items may NOT be placed in or around dumpsters. 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 or near dumpsters.
2. If an owner or tenant/resident has any large refuse items that are not permitted, they must make their own arrangements with the Fort Pierce utility authority to have said items removed from the property. These items (after you have pick up confirmation and have notified the board of directors that the trash is out for pick up), these items can be placed at your curb on your driveway 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 the day of pick up.
3. No trash cans or other containers are to be stored outside any unit.

Parking and Vehicular Restrictions

1. Permitted Parking Areas

Parking is permitted only in driveways, inside garages, or in designated auxiliary parking spaces located throughout the community.

- **Driveway Use**
Parking in any neighborhood driveway by an Owner, tenant, or resident without the **express consent** of the driveway owner is prohibited. Vehicles in driveways must not extend into the road; residents must park in the garage or make accommodations to avoid obstructing traffic.
- 2. **Street Parking**
Overnight parking on any street within the community is prohibited.
- **Vehicle Types**
Only private passenger vehicles—including automobiles, vans, and pickup trucks with a carrying capacity of **one (1) ton or less**—are permitted to park within the community. Anything larger must be parked inside your private garage, with garage door down. Moving trucks or vans are **not allowed in overflow parking overnight**. Only personal driveway for up to 48 hours, may not extend into road.
- 5. **Prohibited Vehicles**
No vehicle containing commercial lettering, signage, or equipment, and no truck, boat, recreational vehicle, camper, trailer, other than a private passenger vehicle as specified above may be parked or stored outside an enclosed garage.
- 6. **Vehicle Quantity**
No Owner or resident may maintain more than **two (2) vehicles** on a permanent basis without prior written consent of the Board of Directors. Those needing more than two vehicles must contact the Board regarding parking decals.
- 7. **Vehicle Condition**
All vehicles must be in good repair and operating condition.
 - Vehicles without a current license plate or that cannot operate under their own power may **not** be parked outside an enclosed garage for more than **24 hours**.
 - *Major repairs are prohibited within the community at all times.*
 - The Board of Directors reserves the right to inquire about vehicle operation.
- 8. **Automotive Fluids**
Disposal of drained automotive fluids within the community is prohibited.
- 9. **Motorized Vehicles**
Motorcycles, motorbikes, mopeds, all-terrain vehicles, and similar vehicles may **not** be operated or parked overnight outside of an enclosed garage without prior written approval from the Board of Directors, which may be withdrawn at any time.
 - Any approved motorized vehicle must be licensed for street use and equipped with noise-muffling equipment so as not to create an unreasonable disturbance.
- 10. **Car Washing**
Car washing is permitted only in the Owner's or tenant's driveway and must comply with applicable county water restrictions.

11. Enforcement and Towing

The Board of Directors or its designated agent shall make reasonable attempts, but is not obligated, to provide notice of any parking offense.

- Vehicles in violation may be **towed at the Owner's, tenant's, and vehicle owner's risk and expense** and may be fined in accordance with the Declaration of Covenants and Restrictions.

12. Unlicensed Drivers

No unlicensed driver may operate a vehicle within the River Oaks community.

13. Grass Parking

Parking on grass is strictly prohibited for any reason. Vehicles parked on grass may be **towed without warning**. Owners may be held responsible for any damage, including damage to sprinkler systems.

Garage and Garage Doors

1. Garage Availability

Each Unit has an attached garage, which provides parking for at least one vehicle.

2. Permitted Use

Garages shall be used **only** for vehicle parking and storage.

3. Unauthorized Use

Any Owner or tenant who uses the garage for purposes other than vehicle parking or storage, without prior written consent from the Board of Directors, may be subject to fines and other enforcement as set forth in the Declaration of Covenants and Restrictions and Florida law

4. Garage Doors

Garage doors are for ingress and egress only and must be kept closed when not in use.

- Residents may **not** leave trailers or similar items attached to a vehicle with the garage partially closed to accommodate the trailer or item.

5. Exterior Modifications

No exterior screen enclosures, draperies, or other barriers are permitted on the exterior of the home.

- Professionally installed screen doors must be located **inside the garage** and must not be visible from the exterior.

Pets

1. Permitted Animals

No pets or animals, except dogs, cats, or aquarium fish, shall be maintained or harbored within a Unit or Lot without prior written consent from the Board of Directors.

2. Number of Pets

A maximum of **two (2) dogs or two (2) cats**, or any combination thereof, is allowed per Owner or tenant/resident at any one time.

3. Nuisance or Dangerous Animals

If the Board of Directors determines that a pet or animal harbored within a Unit or Lot:

- Creates a nuisance,
- Is dangerous or aggressive, or
- Is exotic,

...such determination shall be binding and conclusive. The Owner or resident shall immediately cease harboring or maintaining such an animal. Aggressive animals are not tolerated within the community.

5. Breed Restrictions

No Pit bulls, Rottweiler's or Chows, whether purebred or mixed breed, are permitted in any Unit or Lot.

6. Size Restrictions

No Owner or resident may keep, harbor, or maintain an animal within the Community that, at full adult maturity, exceeds **25 pounds**, except as expressly approved in writing by the Board of Directors.

7. Inspection and Compliance

The Board of Directors, or its designee, may inspect or otherwise determine compliance with these provisions. If an animal:

- a. Exceeds the permitted size at maturity, or
- b. Has not been approved in writing by the Board,

...the Owner shall be notified in writing and required to permanently remove the animal within the timeframe specified in the notice. The Board reserves all rights to enforce compliance, including fines, suspension of privileges, and/or removal of the animal pursuant to Florida law and Association enforcement procedures.

8. Leash and Cleanup Requirements

All pets must be on a leash when outside the Unit. Any person walking a pet must immediately clean up and properly dispose of any waste generated by the pet.

9. Owner Responsibility and Liability

Pet owners are responsible for any property damage, personal injury, or disturbance caused by their pets. Each Owner or tenant maintaining a pet agrees to **indemnify and hold harmless the Homeowners' Association** against any loss or liability of any kind arising from having any animal on the property.

General Use of Common Areas and Recreational Areas

1. Responsibility

- Owners shall be held responsible for the actions and conduct of their family members, guests, invitees, and tenants. Decorum, good conduct, and safety must be observed at all times.
- Any damage to Association property, including recreational areas or equipment, caused by an Owner, family member, guest, invitee, or tenant, shall be repaired or replaced at the expense of the responsible Owner and any family member, guest, invitee, or tenant.

- Use of the recreational areas by anyone other than an Owner, family members, guests, invitees, or tenant is prohibited and shall not be at the risk of the Homeowners' Association.
- The Association shall not be responsible for any injury, loss, or damage to personal property in the recreational areas, regardless of where such property is kept, stored, or left on the premises.

2. General Use Restrictions

- Recreational areas are for the exclusive use of Owners, their family members, limited guests, invitees, or tenant residents, subject to the provisions of the Association documents.
- Owners and tenant residents must accompany their guests or invitees in the recreational areas. Keys, key fobs, or any other access methods **must not** be given to guests.
- Pets are **not permitted** in the pool area; Federal ADA service animals are exempt.
- Propane grills or any type of grills are **not permitted** in the recreational areas.
- Walkways and entrances must remain clear and shall only be used for ingress and egress.

3. Cleanliness

- Littering or leaving debris in the common or recreational areas is strictly prohibited. Owners, family members, guests, invitees, and tenant must remove or properly dispose of all rubbish, garbage, trash, refuse, or other waste generated during their use of the facilities.
- Personal articles may **not** be left in any common or recreational area overnight.
- No garbage cans, water bottles, or other items, except those provided by the Association, may be placed or left in the common or recreational areas.

Swimming pool area

1. Use at Own Risk

All persons using the pool do so at their own risk. No lifeguard is on duty. The Homeowners' Association and Board of Directors assume no responsibility for any accident, personal injury, or loss/damage to personal property arising from use of the pool or pool area. By using these facilities, users agree **not to hold the Association or Board of Directors liable** for any incidents or actions occurring within the pool area.

2. Hours of Operation

The Clubhouse and Pool areas are open from **dawn to dusk**. Use of these facilities in a manner that disrupts the peaceful enjoyment of other residents is prohibited at all times.

3. Children

- All persons **12 years of age or younger** must be accompanied by an Owner, tenant resident, or supervising adult over the age of 21.
- Parents who allow children **13 years or older** to use the pool unsupervised do so at their own risk and are fully responsible for their children's actions, including on camera.

4. **Swim Attire and Diapers**

- Nude swimming is **not permitted** at any age.
- Infants and toddlers must wear **protective, leak-proof swim pants**; regular diapers are not allowed in the pool, except for swim-approved diapers.
- Proper swim attire is required for all users.

5. **Life-Saving Equipment**

- Life-saving devices, pool hooks, and other tools are for **emergency use only**.
- Any misuse of these items for play or non-emergency purposes will result in the responsible party being billed for the full replacement cost.

6. **Health and Safety**

- Shower before entering the pool.
- Soap or shampoo is **not permitted** in the pool or at poolside.
- Persons wearing bandages or with communicable diseases, infections (including strep, intestinal infections, flu, pink eye), open sores, colds, coughs, or eye inflammation are prohibited from using the pool.
- Glass or other breakable objects are prohibited in the pool area.
- All personal belongings must be removed upon leaving the pool area. The Association and Board of Directors are **not responsible** for lost or stolen items.
- Alcoholic beverages are **not permitted** in the pool area.
- Diving is **not permitted**.
- Running around the pool area is prohibited.
- No animals are allowed in the pool.

7. **Cabana Reservations**

Owners or tenant residents may reserve the cabana for private functions by contacting the property manager's office.

- Requests must be submitted and approved **before** the cabana may be reserved.
- Cabana reservations are **not exclusive**; all owners and tenant residents retain the right to use the pool during posted hours, including access to the clubhouse.

Other rules:

1. **Commercial Activity**

No trade, business, profession, commercial activity, or any other nonresidential use shall be

conducted within the Community or on any Lot or Unit without the prior written consent of the Board of Directors. This restriction **does not prohibit an Owner from leasing their Unit.**

2. **Personal Property**

All personal property of an Owner or tenant resident must be kept inside their Unit, except for patio furniture, accessories, or barbecue equipment not exceeding nine (9) feet. Such items must be kept in the **rear of the Unit**, maintained in **neat appearance and good working order.**

3. **Maintenance**

Each Owner shall maintain their Unit and personal property in first-class condition at all times, except for portions maintained by the Homeowners' Association as provided in the Declaration of Covenants and Restrictions.

4. **Signs**

No signs of any kind are allowed in Unit windows or any other location. If a solicitation sign or other unauthorized sign is installed on a Lot or exterior of a Unit, the Board of Directors may **remove it without notice.** Removal does not constitute trespass, and the Board is not liable for damage or loss. Holiday and decorative yard posts **are not considered solicitation signs.** For questions regarding approved signage, please contact the Board of Directors.

5. **Window Treatments**

Window treatments shall consist of drapes, blinds, decorative panels, or other tasteful coverings. Temporary coverings such as newspaper, aluminum foil, or sheets are only allowed **for periods not exceeding one week** after move-in or when permanent treatments are being cleaned or repaired. Broken blinds or damaged window treatments may be considered a violation by the Board of Directors.

6. **Pools and Spas**

No swimming pools, spas, or similar structures shall be installed without the prior written consent of the Board of Directors.

7. **Fences and Walls**

No fences or walls shall be installed without prior written consent of the Board of Directors regarding location, type, material, and color. Fences and walls must be maintained in good condition at all times.

8. **Move-In/Move-Out**

Owners or residents moving into or out of the Community may do so only between **8:00 a.m. and 9:00 p.m.** Moving trucks **may not remain overnight** on streets or in overflow parking areas. All moving vehicles must be parked within the Owner's driveway and must not obstruct traffic.

9. **Door-to-Door Solicitation**

All door-to-door commercial solicitation is prohibited. Placing materials on or around mailboxes, or on any portion of a Lot or Unit, is prohibited. Posted signs at the entrance of the Community indicate **no solicitation is permitted.**

10. **Real Estate and Other Signs**

No signs for rent, for sale, or open house shall be posted in windows or on any Lot without the **express written consent of the Board of Directors.** Owners are responsible for communicating this rule to their real estate agents.

11. **Common Areas**

Common Areas are for the enjoyment of all residents and must be used responsibly. No activity creating a hazard, disturbance, or damage is permitted.

Notification of Violation and Enforcement Procedures

The Association may enforce the Declaration of Covenants and Restrictions, Bylaws, and Rules and Regulations in accordance with Florida law. The procedures described below are intended as general guidelines and do not limit the Association's authority to take immediate or alternative enforcement action when warranted.

Notice of Violation

Except as otherwise permitted by law, the Association may provide written notice of a violation to the Owner, which may include:

- A description of the violation;
- Reference to the applicable governing document provision;
- A request for corrective action within a reasonable time period, as determined by the Board; and
- Notice that further enforcement action may be taken if the violation is not corrected.

The Association is not required to issue multiple notices before taking enforcement action unless required by statute.

Continuing, Transient, or Immediately Cured Violations

For violations that are temporary, intermittent, immediately cured, or recurring in nature (including but not limited to leash violations, noise disturbances, or parking violations), the Association may take enforcement action without providing an extended cure period, provided such action is permitted by law.

Emergency and Safety Violations

If the Board determines that a violation poses a risk to health, safety, welfare, or property, the Association may take immediate enforcement action, including but not limited to self-help, suspension of use rights, towing, or referral to legal counsel, without prior notice where permitted by law.

Fines

If the Board elects to impose a fine, the Owner shall be provided notice and an opportunity for a hearing before an independent fining committee in accordance with Florida Statute §720.305.

- Fines may be levied on a per-violation or continuing basis, as permitted by law.
- The Association is not required to impose fines before pursuing other enforcement remedies.
- Nothing herein limits the Association's right to pursue injunctive relief, self-help, or legal action in lieu of fines.

Failure to Comply / Legal Action

If a violation is not corrected, or if the Board determines that legal enforcement is appropriate, the Association may refer the matter to the Association's legal counsel for further action, including injunctive relief or recovery of costs, without further notice to the Owner, as permitted by law.

No Waiver

The failure of the Association to enforce any provision, or to follow a particular enforcement step in any instance, shall not constitute a waiver of the right to enforce the same or any other provision in the future.

Cure and Bill Enforcement

- In addition to other enforcement options, the Association may issue a Notice of Exterior Violation – Self-Help (Cure and Bill). This notice will provide a deadline for the Owner to correct the violation.
- If the violation is not cured by the stated deadline, the Association may enter the Lot to perform the corrective work. **All** costs incurred by the Association, including but not limited to labor, materials, administrative fees, and disposal costs, shall be billed to the Owner and treated as an assessment as permitted by the governing documents.
- The availability of cure-and-bill enforcement does not eliminate or replace the Association's right to utilize a fines committee or other enforcement remedies when applicable.

Parking Decals and Visitor Passes

The Association requires the display of parking decals and visitor passes for identification and enforcement purposes. All residents and visitor vehicles parked within the Community shall comply with the decal and pass requirements set forth herein and as reasonably administered by the Board of Directors.

A. Initial Issuance

Each household shall be issued:

- Two (2) parking decals at no cost; and
- One (1) visitor parking pass at no cost.

Issuance of parking decals or visitor passes **does not authorize any Owner, tenant, or resident to exceed the vehicle limitations** established by the Declaration.

B. Additional and Replacement Decals and Passes

- Additional parking decals may be issued, up to the maximum number permitted by the governing documents, at a cost of Twenty-Five Dollars (\$25.00) per decal.

- Additional or replacement visitor passes may be issued at a cost of Twenty-Five Dollars (\$25.00) per pass.
- Replacement parking decals or visitor passes, including those that are lost, stolen, damaged, altered, or otherwise unusable, shall require payment of the applicable replacement fee.
- Decals or passes showing normal deterioration due to age or sun exposure must be presented for verification; upon verification, a replacement may be issued at no cost.

C. Issuance Requirements

No parking decal or visitor pass shall be issued unless the Owner, tenant, or authorized resident appears **in person** at a location designated by the Association and presents, for each vehicle:

- A valid driver's license;
- Current vehicle registration; and
- Valid proof of insurance.

All documentation must be current, valid, and correspond to the specific vehicle for which the decal or visitor pass is requested. Failure to present the required documentation shall result in denial of issuance.

D. Term and Display

- Parking decals shall expire concurrently with the vehicle's registration period and must be renewed upon expiration.
- All parking decals and visitor passes must be clearly visible from the street and readily identifiable by security personnel at all times.

E. Visitor Pass Use and Duration

- Visitor passes are for temporary visitor use only and shall not be used by residents or for long-term parking.
- Visitor parking is limited to no more than thirty (30) days without prior written approval of the Board.
- Visitor vehicles may be monitored solely for enforcement of parking duration and compliance; the Association does not monitor vehicle occupants or collect personal identifying information.

F. Overflow Parking

- Overflow parking areas are reserved exclusively for visitors and Board-approved additional vehicles.
- Overflow parking **may not be used as a substitute** for driveway or garage parking.
- Any vehicle parked in overflow parking without a valid and visible parking decal or visitor pass shall be subject to immediate towing without notice.

G. Enforcement

1. Enforcement - The Association may pursue any remedy authorized by the governing documents, including injunctive relief, suspension of use rights, self-help remedies where permitted, and

recovery of costs. Failure to comply with this section constitutes a violation of the governing documents and may result in enforcement action, including towing. The Association assumes no responsibility for towing fees, storage fees, or damages arising from enforcement actions.

Security Authorization

Security personnel authorized by the Association may issue warning stickers, citations, or arrange for the towing of vehicles that do not display a valid parking decal or that violate parking rules.

Towing

Vehicles without a valid decal, or vehicles in violation of parking rules, may be towed **without further notice**, including those parked in driveways, common areas, or other unauthorized locations. All towing and related costs are the responsibility of the vehicle owner.

Thank you for being the best part of our community! Keep River Oaks beautiful.

