

RIVERWALK OF MELBOURNE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III

RULES AND REGULATIONS

Section 3.1. Residential Use. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein or thereon; provided, however, the lease or rental of a resident shall into constitute a violation of this covenant.

Section 3.2. Antennas. No television antennas may be erected and maintenance on a Lot if cable television is available to serve the Properties. If cable television is not available, a single television antenna may be erected and maintained solely within the attic areas and not otherwise visible from the exterior, which antenna shall be removed within three (3) months from the date of availability of cable television. A satellite dish which is less than one meter in diameter is permitted and shall be installed so that the same is not visible from the street, provided, however, the this restriction shall not apply if installation in a location visible from the street is necessary in order for reception to be received by such satellite dish.

Section 3.3. Clothes Drying Area. No portion of any Lot (outside of the fully enclosed Improvements thereon) shall be used as a drying or hanging area for laundry of any kinds.

Section 3.4. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in the Common Area which would be in violation of this Declaration or any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 3.5. Sign Prohibited. No sign on any kind shall be displayed to the public view on any Lot or the Common Area. This prohibition shall not apply to Street signage, signage required by law to be publicly posted, or other signage approved by the Association in writing. The Association may promulgate rules and regulations governing signage and the approval of same.

Section 3.6. Parking. In addition to the provisions contained in Section 6.2 below, no truck or van with more than $\frac{3}{4}$ ton capacity, boat, trailer, recreational vehicle or commercial vehicle shall be parked, stored or otherwise kept on any portion of the Property for, more than twenty-four (24) hours, except that any of the foregoing vehicles may be stored in the garage on a Lot so long as the garage door is fully closed while such vehicle is located therein. The term "commercial vehicle" shall include, without limitation, all auto, trucks, vans and other vehicular equipment, which bears signs or shall have

printed thereon any reference to a commercial undertaking or enterprise. Commercial vehicles in the process of loading or unloading shall not be considered to "parked" so long as such vehicles shall not be kept on the Property overnight. Further, the Association may promulgate further rules and regulations affected the parking of any vehicles on the Lot which appear in the best interest of all Owners.

Section 3.7. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot of the Common Area, except that dogs, cats and other customary household pets (but not to exceed a total of two (2) pets weighting no more than thirty-five (35) pounds each) may be kept on Lots subject to limitations, which may be imposed from time to time by applicable governmental authority and further subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Each Owner shall be responsible at all times for the prompt collection and proper removal and disposal of all excrement from their pets. The Association may prohibit the keeping of any pet anywhere upon the Property which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Property. All Owners at all times shall copy with all rules, regulations, ordinances, statues, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals, and shall at no time allow such animals to constitute a nuisance within any portions of the Property.

Section 3.8. Trash and Garbage. No trash, garbage, or other waste material shall be kept or permitted upon any Lot or the Common Area except inside the improvements on each Lot or in sanitary containers concealed from view and other in conformity with rules and regulations adopted by the Association. There shall be no burning of trash or any other waste materials.

Section 3.9. Provisions Are Inoperative As To Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the construction, marketing and sale of improvements on the lots and the Common areas, including without limitation:

- (a) erecting, constructing, and maintaining thereon such temporary structures or uses otherwise conforming with applicable zoning regulations of the Country as may be reasonably necessary for the conduct of Declarant's business of completing such construction and establishing the Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or
- (b) maintaining such sign or signs thereon conforming with applicable zoning regulations of the Country as may be reasonably necessary in connection with the sale, lease, or other transfer to the Property in parcels.

As used in this Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 3.10. Recreational Equipment. There shall be no basketball backboards and any other fixed game and play structures located on any lot. Tree houses or platforms of the like kind or nature shall not be constructed on any part of the Lot. Skateboard ramps or equipment structures shall not be permitted on any Lot.

Section 3.11. Fences. Subject to the prior approval of the ARC, an Owner may install privacy fence only between such Owner's residential dwelling unit and an adjacent residential dwelling unit along the line dividing the respective Lots. On any side where no other residential dwelling unit abuts the Owner's unit, the Owner is hereby prohibited from erecting any fence. Any such fence so installed shall be six feet (6') in height, as measured from the ground, and extended no more than eight feet (8') from the rear of the Owner's residential dwelling unit. All such fences shall be manufactured from solid vinyl or PVC material and shall be tan in color. From time to time, the ARC may adopt rules governing the landscaping of such fences which may be required, provided always that any such landscaping which may be permitted by the ARC shall be aesthetically compatible with the existing landscaping of the residential dwelling unit. The foregoing to the contrary notwithstanding, all fencing must comply with the City code, as amended from time to time.

Section 3.12. Intentionally Omitted.

Section 3.13. Swimming Pools. No swimming pool, whether above or below ground, shall be constructed on any Lot.

Section 3.14. Air Conditioning Equipment. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric shall be subject to prior approval of the ARC. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARC. Exterior components of any cooling or heating system (or a combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 3.15. Transmission Facilities. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot.

Section 3.16. Maintenance of Lots. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. All landscape areas (up to the edge of pavement on the public right-of-way adjacent to each Lot) shall be maintained in live, healthy and growing condition, property watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged, shall be replaced with similar sound and healthy plant materials.

Section 3.17. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house, within a walled in or screened area, or buried underground and shall be approved by the ARC prior to construction.

Section 3.18. Mailboxes. All mailboxes shall be centrally located in one or more clusters within the Common Area and shall meet the requirements of the United States Postal Service for multiple mailboxes and shall otherwise conform with the criteria of the applicable governmental authority as to the type of mailboxes allowed and the specific distance needed in the recovery area of the street system. There shall be no individual mailboxes at a residence.

Section 3.19. Inoperative Vehicles and Repair. No inoperative cars trucks, trailers or other types of vehicles shall be allowed to remain on the Property for a period in excess of two (2) days. There shall be no major maintenance, repair or restoration performed on any motor vehicle on or adjacent to any Lot in the Property; provided, however, such maintenance, repair or restoration may be done if solely unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time.

Section 3.20. Garage Doors. All single family residences shall be constructed so as to include operational garage doors. All garage doors shall remain closed at all times when not in use for entry or exit to or from the garage.

Section 3.21. Window and Sliding Glass Door Treatments. All operable windows shall have two inch (2:0 white blinds; all sliding glass doors shall have white vertical blinds. All non-operable windows shall have a white backing.

Section 3.22. Porches. Owners may install screen enclosures on existing patios or porches in the rear of a residential dwelling unit subject to the prior review and approval by the ARC of the plans for same. Any such enclosure approved by the ARC shall be constructed of screen material with white or bronze aluminum framing. No portion of the enclosure may be constructed of vinyl, including the roof or covering portion of such enclosure. No Owner shall be permitted to enlarge the size of the existing concrete patio or porch at the rear of such Owner's residential dwelling unit for any purpose. This provision shall not act to prohibit the construction of a patio or porch at the time of initial construction of a residential dwelling unit.

Section 3.23. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by prohibition preventing the A association from extending the s cope of such prohibitions and restrictions from time to time by adopting further rules and regulations consistent with this Declaration.

Section 3.24. Short Term Rentals. Rentals of any Residence for a period less than seven (7) months shall be prohibited. All leases shall be filed with the Association in accordance with the requirements promulgated form time to time by the Board of Directors; such filing shall be complied with seven (7) days after the effective date of the lease. All leases and occupancy of leased premises shall comply with the zoning laws and regulations of the Country.

Section 3.25. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of any Owner,

his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

- a. Notice. The Association shall notify the Owner of the infraction or infractions. The Included in the notice shall be the date and time of the next Board of Directors meeting, which shall not be less than fourteen (14) days from the date of said notice. At the meeting, Owner shall present reasons why penalties should not be imposed.
- b. Hearing. The non-compliance shall be presented to the Board of Directors, at a meeting which shall not be held less than fourteen (14) days after the date notice of non-compliance is sent to Owners. The Board of Directors shall hear reasons why the penalties should not be imposed at said hearing. A written decision of the Board of Directors shall be submitted to the Owner no later than twenty-one (21) days after the board of Director's meeting.
- c. Appeal. Any person aggrieved by the decision of the Board of Directors as to a non-compliance may, upon written request to the Board filed within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee shall meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Board of Directors may elect to review its decision in light of the findings of the appeals committee. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.
- d. Penalties. The Board of Directors may impose special assessments as follows:
 - (i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
 - (ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
 - (iii) Third and subsequent non-compliance or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).
- e. Payment of Penalties. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment.
- f. Application. All monies received from fines shall be allocated for the benefit of the Association as directed by the Board of Directors.
- g. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ACCEPTANCE OF ALL RULES AND REGULATIONS:

SIGNATURE[S] : _____ DATE: _____

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