



The following proposed amended rules and regulations have been established for the sole purpose of maintaining a clean, safe, and friendly environment in which to live as a community. They apply to all owners, their guests, and/or lessees of owners. **Once passed all owner landlords are responsible to give a copy of the Rules and Regulation to their tenant(s) and ensue their compliance.** They are not meant to harass but to maintain order. Living in a private community, we each have a responsibility not just to ourselves, but to our neighbors, and the other residents in the community to make Riverwalk a safe, clean and peaceful place for all who live in Riverwalk. These Rules and Regulations will be vigorously enforced by the Association to achieve these objectives.

These Rules and Regulation are subject to the Florida State Statutes, the Riverwalk Declaration of Covenants and Restrictions ("Declaration"), Articles of Incorporation and By-laws of the Riverwalk Homeowners Association, Inc. Further, amended rules and regulations may from time to time be adopted by the Board of Directors. Thank you for your cooperation.

THE FOLLOWING RULES AND REGULATIONS WILL BE CONSIDERED FOR PASSAGE AT A BOARD OF DIRECTORS MEETING ON AUGUST 16, 2016 AT 7:00PM AT THE PHASE II POOL.

Riverwalk Homeowner's Association, Inc

By: Ronald J Perholtz  
Ronald J. Perholtz, President

Date: 7/22/2016

[Signature]  
Stephen Nader, Vice President/Treasurer

Date: 7/22/16

John McOwen  
John McOwen, Secretary

Date: 7/22/2016

Austin Isherwood  
Austin Isherwood, Director

Date: 7/22/2016

Robert O'Brien  
Robert O'Brien, Director

Date: 7-22-16

I hereby Certify a Copy of these proposed Rules and Regulation were mailed to each unit owner on JULY 29, 2016.

Ronald J Perholtz  
Ronald J, Perholtz, Property Manager



## **RIVERWALK HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS**

### **1. PASSAGEWAYS**

The sidewalks entrances, passageways, and vestibules must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the Units.

### **2. SIGNS & COMMUNITY BULLETIN BOARD**

No signs, except as may be permitted by Florida law, advertisements, banners, notices or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or tenant on any part of the outside or inside of a Unit building (that is visible from the outside of the Unit) without the prior written consent of the Riverwalk Homeowner's Association ("Association").

The Community Bulletin Board located to the right of the entrance to Riverwalk shall be the official location for posting all Association announcements including, but not limited to, Board and/or Member meeting notifications. No solicitation notices of any sort are allowed to be posted on the Community Bulletin Board other than lost pets, meeting information, garage sale notices or any information pertinent to the Riverwalk members ("owners") and residents. A copy of all notices must be provided to the Riverwalk Office prior to posting. All notices placed on the bulletin board must be removed daily.

Residents interested in selling or renting their unit may submit a 3x5 card to the office staff indicating their intent to sell or lease their property and a brief description of their property and contact information. Anyone approaching the office staff wanting to rent or buy a unit will be permitted to access any such 3x5 cards on file in the Association's office.

### **3. EXTERIOR ALTERATIONS & REPAIRS**

No exterior alterations of any kind to any Unit or common area, including the planting of trees, flowers or any vegetation are permitted without the written permission of the Association Board. Any unauthorized alteration or planting will be removed at the responsible owner's expense upon giving the Unit Owner (20) days written notice the opportunity to remove an unauthorized alteration or improvement before the Association may do so. This shall not apply to the planting of shrubs and small plants within the boundaries of a Unit Owner's property. However, plantings within a Unit Owner's property boundaries shall not interfere with the Association's ability to paint a Unit Owner's unit or fence. Any planting interfering with painting a unit or fence will be pruned back or removed, if necessary, by the Association at the Unit Owner's expense.

Periodically, the Association shall inspect the exterior of Units for damage and/or non-compliance with Association Covenants, Rules and Regulations. Upon written notification by the Association to a Unit Owner specifying Unit damage needing repair and/or changes necessary due to non-compliance with the Association's Covenants, Rules or Regulations; the Unit Owner shall have 90 days from the date of first

notification to make all repairs and/or changes specified in said written notification. Any disputes or clarifications by the Unit Owner related to such notification must be in writing and delivered to the Association within 60 days after first receipt of notification. Any clarification or changes made by the Association to the written notification made, as a result of a letter received from the Unit Owner, **shall not relieve that owner of their obligation to comply with the required repairs or changes as so modified within the 90 day period after first notification.**

In the event required repairs and changes are not completed within the specified 90 day period after first notification, the Association may contract with a licensed contractor to complete the specified repairs and/or changes, including repairing any additional hidden damage detected during the repair process, and shall assess the Unit Owner for all resulting contractor, material and other administrative costs incurred.

Prior to any repair to the exterior of a Unit (including the Unit's doors, roof, gutters, fencing, windows, and screen enclosures); the Unit Owner shall provide written notification to the Association Board of Directors of the owner's intention to repair any or all exterior walls or fences. For all repairs to any exterior wall, the Unit Owner must use a licensed contractor and obtain all necessary permits prior to the commencement of any work. For fencing, a Unit Owner or contractor must obtain any necessary permits prior to the commencement of any work. Only materials approved by the Association may be used on any repairs made to the exterior of the Unit including doors, windows, roofs, fencing, screening and/or gutters. All repairs must be in conformity with existing structures, Section 7.3 of the Association's Declaration of Covenants and Restrictions for Riverwalk, and Town of Jupiter building codes.

It is the Unit Owner's responsibility to require their contractor to remove **all** construction debris and material from the grounds **daily**. Since the sanitation department does not consider any construction material as normal trash, which is subject to scheduled normal pickup, all construction debris not removed by a contractor requires a special trash pickup. **It is the Unit Owner's responsibility to call Waste Management at 772-546-7700 to schedule a special trash pickup before placing construction debris anywhere on the Association's common areas.** The responsible Unit Owner must also arrange for the pickup of any such items by calling Waste Management for instructions and to schedule a special pick-up date.

**ABSOLUTELY (1) NO HAZARDOUS WASTE MATERIAL OR (2) DANGEROUS MATERIAL SUCH AS GLASS, WOOD WITH EXPOSED NAILS, ETC. (EXCEPT WHEN SUCH DANGEROUS MATERIAL IS PLACED TOTALLY WITHIN AN APPROVED HARD TRASH CONTAINOR OR RECYCLE BIN) MAY BE PLACED ANYWHERE ON THE COMMON AREAS AT ANY TIME INCLUDING ANY CONTRUCTION DEBRIS WAITING FOR A SPECIAL TRASH PICKUP. ALL SUCH MATERIAL MUST BE REMOVED IMMEDIATELY AND TAKEN DIRECTLY TO A SUITABLE TRASH COLLECTION FACILITY. ALL VEGETATION OR ANYTHING ELSE THAT COULD BE BLOWN AROUND, HARMFUL OR DANGERSOUS TO CHILDREN, OR IS UNSIGHTLY SHALL ONLY BE PLACED OUTSIDE ON THE MORNING OF THE SPECIAL TRASH PICKUP. ITEMS THAT ARE POTENTIALLY DANGEREROUS TO CHILDREN, SUCH AS A REFRIGERATOR WITH THE DOORS STILL ATTACHED, MUST HAVE ANY RISK TO CHILDREN ELIMINATED PRIOR TO PLACING THAT ITEM ANYWHERE ON THE COMMON AREAS.**

In cases where a Unit Owner contracts for a dumpster to be placed on the common area for disposal of construction debris, the dumpster must take up no more than one parking space and not block the streets. Large dumpsters should be place closest to a parking lot finger, so as not to block a vehicle in an adjoining parking space from opening the vehicles doors. Dumpsters must be removed from the common area within 7 calendar days. If a dumpster is not used, all contractors, residents and owners must comply with the rules set forth (see page 5 Section 8 "Trash & Refuse" for removal of construction debris.)

Unit 6287-3 is an example where the exterior and all fencing around a Unit was properly redone using only materials and procedures approved by the Association. This unit is directly in front of the Association's business office. When making any repairs to a unit: (1) defective or rotted studs, fence framing, fence caps, fascia board and batons must be replaced with pressure treated wood, (2) defective or rotted trim must be replaced with either pressure treated wood or hardiboard, (3) the base layer used for siding a unit must be either 5/8" exterior rated plywood or 5/8" marine grade plywood, (4) siding plywood repaired must be covered with hardiplank and the material used on the exterior of all fencing must also be hardiplank, (5) only the highest quality rust proof deck screws may be used to affix any wood or hardiplank/hardiboard surface to another wood or hardiplank/hardiboard surface, all batons installed must be straight with no warping and affixed securely so as to prevent warping and must fully hide any seams between adjoining sections of hardiplank or plywood.. All hardiplank/hardiboard used during any repair must match exactly the style, texture and thickness of the hardiplank installed on unit 6287-3 and the hardiplank grain must run vertically and run exactly parallel to any adjoining sheets of hardiplank installed.

Prohibited repairs include (1) any repair that includes any materials not approved by the Association or is in violation of building codes; (2) siding or fencing joints or batons that are not attached to solid 2" x 4" interior braces; (3) siding of fence joints that are not covered by properly placed and spaced batons, (4) uneven or warped baton strips that are 3/8" greater or not installed 16" on center (5) gaps or spaces between sheets or pieces of hardiplank or fence caps that is more than 3/8 inch, (6) partial section repairs (no patching), (7) hardiplank grain on siding or fencing going horizontally instead of vertically, (8) fence caps that are warped or do not intersect properly to adjoining Units to form a straight/even fence line, and (9) hardiplank panels with any groove running down the center of panel.

Required procedures for siding repair are specified in Section 7.3.1 of the Association's Declaration of Covenants and Restrictions for Riverwalk. Referring to section 7.3.1, if more than twenty percent (50%) of existing plywood siding in a "section" has evidence of wood rot, then that entire section must have the rotted plywood replaced including any underlying rotted studs and/or floor joists replaced with only pressure treated wood. Then, the repaired 5/8" plywood for the entire section MUST be covered over by hardiplank siding cut from full 8' x 4' sheets of hardiplank. The grain and style of hardiplank used for any repair MUST match EXACTLY the style of hardiplank installed on unit 6287-3. No horizontal seams may exist less than 8 feet apart, except at the seam at the roofline of the unit where the siding ends. In cases where a section of hardiplank adjoins horizontally a section of siding without hardiplank, the transition must appear flat and seamless when viewed from a distance of 10 feet or more. For a unit, it is not permitted to have a vertical seam where a hardiplank panel adjoins a plywood panel not covered by hardiplank. When a unit is being covered by hardiplank adjoins another unit that has not yet been covered by hardiplank, then the baton covering the seam between the units must be routed so to make it appear the transition is flat and seamless when viewed from a distance of 10 feet or more.

Required procedures for fencing repairs are specified in Section 7.3.2 of the Association's Declaration of Covenants and Restrictions for Riverwalk. Referring to section 7.3.2, no patchwork fencing repairs are permitted at any time. Prohibited patchwork includes using pieces of hardiplank to complete a section of fencing so as to create any horizontal lines or gaps in the fence or mixing hardiplank and plywood on any contiguous leg of a fence. Framing must be installed behind all fencing consistent with the framing used for original construction of the fence. Fence framing must use pressure treated 2" x 4" wood (preferably Thompson pressure treated wood). Framing must be constructed so that the 2"x 4" framing is centered behind each external baton so that all batons are securely attached to the center of the 2" side of the 2"x 4" framing. Fencing must be installed and properly and firmly secured to adjoining fencing, 4" x 4" supports and/or the Unit structure. Any rotted or damaged 4"x 4" fence supports must be replaced with 8 foot high pressure treated 4' x 4' and buried in the ground to achieve the proper depth consistent with the original construction of the fence. Cutting the 8' high 4" x 4" support post to obtain the height of the original construction creates a safety hazard during a hurricane and is strictly prohibited. The height of all fences

must be the same height as original construction; the top of the fence must be level and match the height of the adjoining units so as to achieve a consistent level flow and consistent appearance of all fencing within the community.

All fence and porch lighting must be consistent in appearance with surrounding units, in proper repair and fully operational. Any fence or porch lighting replaced must use fixtures approved by the Association such as the Portfolio Brayden Mystic Black Fence **Post Light** Model #: LWS1204E (Item#: 338654 at Lowes) or the Patio **Wall Light** Model#: LWS1204C (Item#: 338651 at Lowes).

Trim pieces above the doors and windows must be 7 1/2" x 3/4" hardiplank or pressure treated wood. Trim around sides of doors and windows must be 3 1/2" x 3/4" hardiplank or pressure treated wood. All hardiplank trim used must match the texture and grain of the approved hardiplank siding

After any repairs are completed, the repair must be primed and painted using paint that exactly matches the existing exterior color of the remainder of the building when dry. (Save a piece of old wood with sun faded color on it and take this piece with you when purchasing paint to use for a perfect match). See Association's Property Manager to obtain the exact color mixture and paint manufacturer that matches your unit. In some cases the Association may also have matching supplies of paint used to paint your unit.

Any required permits and inspections required by code must be properly completed during the course of construction. All repairs to a Unit must be completed within 60 days after they are commenced. All contractors conducting repairs must be licensed to perform the work required in accordance with Jupiter Code. Contractors must contact the office and provide proof of licensure and adequate insurance prior to beginning any work on the premises. Contractors will also obtain a copy of the Association's Covenants and Rules & Regulations regarding unit repairs from the Association office prior to the commencement of any repair to the exterior of the unit.

No visible plumbing pipes, air conditioning pipes/lines, drain pipes, electrical pipes, pipe coverings or electrical wiring is permitted on any Unit, except the 6" attic air handler overflow drain pipe which was originally installed when the Unit was built.

Gutters must be in proper working order and free of any visible debris. Once installed, gutters may not be removed, must be repaired or replaced immediately when damaged, and must be fully functional so as to carry water from the roof to the ground and divert this water away from the base of the unit.

When a seamless gutter runs from unit to unit, and the gutter is in need of repair, all Unit Owners connected to that seamless gutter must pay an equal share of the cost to replace the entire seamless gutter with a new seamless gutter. In such cases, the Association will contract for the replacement of said seamless gutter and assess each applicable Unit Owner for the cost of the gutter replacement.

These rules are for the sole purpose of maintaining overall visual conformity within Riverwalk.

#### **4. WINDOW & DOOR TREATMENT**

Bright drapes or curtains are not allowed unless lined so as to appear neutral from the outside to maintain a uniform look throughout the community. Placing reflective foil on a unit window is not permitted

**Hurricane shutters must be closed from June 1st to November 1st whenever the Owner is absent from their Unit for more than a week during this period.**

## **5. COMMON AREAS**

The term “common areas”, as used anywhere within the Association’s Rules and Regulations, refers to any property in Riverwalk owned by the Association as well as the land, boat ramp, and docks along the C-18 canal permitted exclusively to the Association by the South Florida Water Management District under a restrictive use and maintenance agreement between the Association and the South Florida Water Management District.

No personal property shall be allowed to stand in the common areas of the Association, or block ingress or egress from any Unit. No parking or driving is permitted anywhere on the common area grass. Parking spaces are reserved exclusively for authorized motor vehicles with valid license plates (permitting use of the vehicle on public roads) that have not expired. Parking spaces may not be used to store personal property, other than motor vehicles with un-expired license tags. Moving trucks, storage containers or PODs are permitted in a parking space only for the purpose of moving into or out of a unit and cannot block more than one parking space or remain on the common areas for more than 3 calendar days. No vegetation, structures, equipment or other Association property on the common areas may be added, changed, or removed without prior written consent of the Association.

The swimming pools, docks, boat storage area, playground, lake, tennis courts and all other recreational areas and equipment in the common areas are private and maintained by and for the exclusive use of residents and their invited guests only. Only owners and residents of Riverwalk are permitted to use the boat ramp. Only owners or residents authorized to use the boat storage area shall be permitted access to the boat storage area.

## **6. CHILDREN**

Children less than fourteen (14) playing in any Riverwalk common area shall be accompanied at all times by an adult. Use of the Association common areas and recreational facilities by any person under the age of eighteen; but over the age of thirteen (13), without parental guidance, shall be limited to 6:30 a.m. to 8:30 p.m.

For safety reasons no children are permitted on the main entrance roads, parking areas, on top of the carports, in the trees, or on the roofs of the buildings.

## **7. ASSOCIATION EMPLOYEES**

No vendors or employees of the Association shall be sent off premises by any Unit Owner, or Lessee at any time for any purpose.

## **8. TRASH & REFUSE**

All trash placed outside Units on either the Unit’s front or rear porch must be in **covered, hard plastic, trash containers or recycle bins that are not visible from the street**. Each covered hard plastic trash container must be marked with the applicable Unit number. If you recycle, all recyclable materials must be placed in appropriate recycling containers marked with the Unit number. No trash in plastic or paper trash bags may be placed out in the common areas because raccoons will tear open the bags and spread the trash over the common areas.

Currently, the regularly scheduled pickup for trash is on Tuesday and Friday morning and recycling on Tuesday, except for holidays falling on either of these days. Trash Containers and recyclable materials shall be placed at the edge of the street for regularly scheduled pick-up no earlier than 7:00 p.m. the night before

pick-up and removed by 8:00 p.m. on the day of pickup. No parking spaces may be blocked by trash containers used for regular trash pickups. All trash containers placed for regular trash pickups must be no more than 5 feet from the street.

Any trash containers (without a unit number marked on the container) or left on the common areas earlier than 7:00 p.m. the night before pick-up or later than 8:00 p.m. on the day of pickup will be automatically picked up by the Riverwalk Maintenance personnel and a proposed fine for this violation will be issued.

“Special trash” pickups are required for **large or heavy items such as appliances, construction debris or, landscape debris (greater than 3 cubic yards), furniture, rugs, etc. It is prohibited to leave any special trash pickup debris under a carport, within 5 feet of bushes or trees, or further than 5 feet from the street since such locations make it impossible for Waste Management to mechanically pick-up the debris. Debris left on the grass is prohibited, since it will kill the grass. An unassigned “Open Parking Space” must be used to store all debris requiring a special trash pick-up, such as appliance, construction debris, landscape debris, furniture, etc.** No more than one Open Parking Space per building may be used for temporary storage of any debris requiring a special trash pickup.

If there is any question as to the need for a special trash pickup for a particular item; **it is the Unit Owner’s responsibility to call Waste Management Systems at 772-546-7700 to determine if a special pickup is required and exactly when the pickup will be scheduled.** No trash requiring a special pickup shall be placed anywhere on the Association’s common areas before the first scheduled pickup day. There is normally **no charge, when a Unit Owner requests a special trash pickup.** However, if the Association office staff is forced to call for a special trash pickup **because a resident failed to do so,** a proposed fine for this violation will be issued. In this case the Association will investigate the situation and charge back the offending Unit Owner for the full cost incurred by the Association for the special trash pickup.

Empty propane tanks, paint, car batteries, chemicals, and solvents are considered hazardous waste and **will not be picked up and must not be put out for trash pick-up.** To dispose of these materials and/or determine if any item is classified as hazardous waste; you must call the Solid Waste Authority at 697-2700 or 930-2727 for locations and guidance to dispose of such hazardous materials yourself. A free dumping area for hazardous waste is currently located at the Solid Waste Authority near the intersection of Donald Ross Rd and Military Trail. **No material classified as hazardous waste by the Solid Waste Authority may be placed on the Association’s common areas at any time.**

**AGAIN, ABSOLUTELY (1) NO HAZARDOUS WASTE MATERIAL OR (2) DANGEROUS MATERIAL SUCH AS GLASS, WOOD WITH EXPOSED NAILS, ETC. (EXCEPT WHEN SUCH DANGEROUS MATERIAL IS PLACED TOTALLY WITHIN AN APPROVED HARD TRASH CONTAINOR OR RECYCLE BIN) MAY BE PLACED ANYWHERE ON THE COMMON AREAS AT ANY TIME INCLUDING ANY CONTRUCTION DEBRIS WAITING FOR A SPECIAL TRASH PICKUP. ALL SUCH MATERIAL MUST BE REMOVED IMMEDIATELY AND TAKEN DIRECTLY TO A SUITABLE TRASH COLLECTION FACILITY. ALL VEGETATION OR ANYTHING ELSE THAT COULD BE BLOWN AROUND, HARMFUL OR DANGERSOUS TO CHILDREN, OR IS UNSIGHTLY SHALL ONLY BE PLACED OUTSIDE ON THE MORNING OF THE SPECIAL TRASH PICKUP. ITEMS THAT ARE POTENTIALLY DANGEREROUS TO CHILDREN, SUCH AS A REFRIGERATOR WITH THE DOORS STILL ATTACHED, MUST HAVE ANY RISK TO CHILDREN ELIMINATED PRIOR TO PLACING THAT ITEM ANYWHERE ON THE COMMON AREAS.**

The dumpster in front of the boat storage area is for the exclusive use of the Association’s office and maintenance personnel. Any dumping of refuse in or near this container is strictly prohibited and shall be subject to fines for any violations. Association cameras record anyone improperly using this dumpster.

## **9. NUISANCES & DAMAGE TO COMMON AREAS**

No Unit Owner or Lessee shall make or permit any disturbing noises in the building by him/her self, his/her family, pets, employees, agents, visitors, tenants and licensees, nor do or permit anything by such persons or pets that will interfere with the rights, comforts or convenience of other Unit Owners or Residents. No Unit Owner or Lessee shall play upon or suffer to be played upon any musical instrument or radio in the Units or Outside the Units between the hours of 11:00 p.m. and 8:00 a.m. or at any pool area, if the same shall disturb or annoy other occupants of the building or pool.

No Unit Owner or lessee may keep pets in their Unit if they are loud and disturb others i.e. barking dogs. Pets shall not be left outside on the front or rear patio or anywhere on the common areas unattended or overnight.

The Association shall propose fines for any damage or unauthorized alterations to the common areas done by a Unit Owner, guest of a Unit Owner, and/or a tenant of a Unit Owner or any pets.

No graffiti, drawings, game layouts and/or any other artwork using chalk, paint or any other form of temporary or permanent marking device/ instruments shall be permitted anywhere on the surfaces of the common areas or the exterior surfaces of any unit.

## **10. AERIALS & SATELLITE DISHES**

In accordance with the 1996 FCC ruling small satellite dishes one (1) meter in diameter or less is permitted with written consent of the Association. Placement of satellite dishes requires prior consent of the Association. No satellite dish may be placed or attached anywhere on the roof of any unit, including false roofs, except where limitations on the installation of such antennas or satellite dishes elsewhere would impair the ability of the unit owner to receive an acceptable quality signal or which would unreasonably increase the cost of installation of the antenna or dish. In such exception cases, justification for drilling a hole in a roof must be documented by a licensed dish installer to the Association in writing before taking any such action.

## **11. SALES AND LEASES**

It is the responsibility of the Owner to inform the prospective Purchaser or Lessee to contact the Riverwalk Association Office to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address, and telephone number of the prospective Purchaser or Lessee prior to taking possession of Unit.

All Lease Agreements between an Owner and a Lessee shall be in writing. Unless provided to the contrary in the lease agreement, a Unit Owner, by leasing his Unit(s), automatically delegates his right of use and enjoyment of the common areas and all facilities to his Lessee and, in so doing, the said Owner relinquishes said rights during the term of the lease agreement.

LEASES: All leases of a Unit shall be in accordance with Article 9 of the Declaration of Covenants and Restrictions.

SALE OF UNIT: In the event of a sale, it is the responsibility of the seller to inform the purchaser of the Unit to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association. Telephone numbers and Email address (if applicable) for the new owner(s) must also be provided. New Unit Owners



must complete an approved Association application form and pay a application fee before parking decals will be issued to the owner.

FEES: Fees will apply to sale or lease transactions as follows:

Application Fee for a new Unit Owner	\$250
Application Fee for a New Tenant	\$250
Background Check Fee per Person	\$25
Estoppels fee sale of Unit	\$150
Fee for Copy of Governing Documents	\$ 75
Fee for a Bank/Finance Co. Questionnaire	\$ 75

## **12. PARKING ENFORCEMENT**

The parking of any and all vehicles shall be in accordance with Articles 7.1.11, 7.1.12, and 7.1.13 of the Association Declaration. Vehicles with commercial lettering are permitted provided that the lettering is covered with either blank magnets or car covers at all times while parked.

Any vehicles, trailers, commercial vehicles, etc. violating any Parking Rule or Regulation set forth in this section or in the Association's Covenants **shall be subject to either being sent to the Board for a possible fine up to \$100 per violation and/or towing at the discretion of Riverwalk's Property Manager based on the number and type of violation, as defined in this section and the delinquency status of the unit owner's Association account.**

Each Unit and the Association Office shall have **only one** "Assigned Parking Space" (designated by the Unit number painted on the curb in front of their Assigned Parking Space). No one other than resident of the Unit to which a space is assigned is permitted to park in an Assigned Parking Space. Anyone parking in an Assigned Parking Space **at any time** without authorization shall be subject to a fine for each calendar day the violation occurs (hereinafter referred to as a "daily fine") and/or immediate towing of the vehicle off of the Association's property.

All unassigned parking spaces shall be considered "Open Parking Spaces". Open Parking Spaces shall be used, as available, for residents, guests or contractors. No one vehicle can take more than one Open Parking Space at a time and must leave ample room for a vehicle in adjoining parking space(s) to open the doors to their vehicle and ample space to exit their vehicle. All parked vehicles must be positioned in the center of a parking space in such a manner so as to not block any part of the sidewalk in front of the space or traffic flow in either direction on the street behind the parking space. Other than designated Handicap spaces, Open Parking Spaces may **not** be reserved in any manner, including placing objects or signs in or near an open parking space so as to prevent or deter others from parking in the space. To insure the maximum numbers of Open Parking Spaces are available to residents, residents shall not use Open Parking Spaces, if their assigned space is vacant. Anyone violating the rules set forth in this paragraph **at any time** shall be subject to a daily fine per violation and/or immediate towing of the vehicle off of the Association's property.

All resident or guest vehicles parked overnight anywhere on the Association's property shall be required to have (1) either a permanent Riverwalk parking "Decal" or Temporary Parking Permit (2) a valid, unexpired license plate issued by a state agency, and (3) a license plate that matches the Association's Decal application submitted when the Riverwalk Decal was issued. "Overnight" is defined as any vehicle parked before *and* after 12 midnight on consecutive days. A motorcycle without a decal must have an unexpired state issued license tag and be parked Overnight parallel to the sidewalk either in front or behind the vehicle parked in the residents unit's assigned parking space, so as not to block the sidewalk in front of the assigned space or street traffic behind the assigned space. After 3 (three) such Overnight vehicle or motorcycle violations

defined in this paragraph, the Unit Owner associated with the vehicle or motorcycle may be fined for each additional Overnight violation and/or the vehicle/motorcycle towed off of the Association's property.

Driving or parking any vehicle on the grass, including South Florida Water Management's property, constitutes an immediate violation for each occurrence. Any vehicle parking on the grass or in any area not designated and marked for parking (including designated tow zones) or any boat and/or boat trailer parked overnight shall be subject to an immediate daily fine and/or immediate towing off of the Association's Property.

A Riverwalk parking Decal shall be "Voided" in cases where a Unit Owner sells a vehicle with a decal or a resident of a unit moves away from the community. Any vehicle parking on the property with a Voided Decal shall be subject to an immediate daily fine and/or immediate towing off of the Association's property.

Parking decals must be attached by the Association's Office Staff to the passenger side of the exterior rear window of a vehicle using the adhesive on the back of the decal. All decals must be clearly visible when viewing the vehicle from the rear. Temporary Parking Permits must be displayed in an unobstructed manner on the driver's side dashboard at all times while parked anywhere in Riverwalk.

Vehicles not registered in an existing resident's name require the new resident, if over 18 years old; to pass a background check before either a Decal or Temporary parking permit will be issued.

Section 7.1.11 of the Declaration of Covenants and Restrictions specifies "**no Unit may park more than three (3) vehicles on the Properties on a continuous basis**". An official Riverwalk parking Decal issued by the Riverwalk Staff to the owners of a vehicle that reside in a unit, permits parking of that vehicle on a continuous basis. Temporary Parking Permits also permit a resident or their guest to park on the property on a "continuous" basis. An "active" parking Decal is an official Riverwalk Decal issued by the Office Staff that has not been revoked.

A unit that has 3 active parking Decals will **not** be permitted any temporary parking permits, except in a case where a replacement vehicle is parked on the property while another vehicle for that unit with an active Decal is being repaired. In this case a violation will occur if the vehicle with the active Decal is parked on the Property while the temporary parking permit issue for that Unit is in force. A Unit where the residents of the unit have been issued only 2 (two) active parking Decals will be permitted to have only 1 (one) temporary parking permit active at any point in time for a person temporarily residing in their unit. Units where the residents have been issued only 1 (one) parking Decal will be permitted to have only 2 (two) temporary parking permit active at any point in time for a person(s) temporarily residing in their unit. A resident applying for a Decal or Temporary Parking Permit must actually reside in the unit for which the Decal is being assigned. In other words one unit owner or tenant may not assign their right to a Riverwalk Decal or Temporary Parking Permit to a resident's vehicle where that vehicle owner is a resident actually living in another unit.

Mechanical repairs are not permitted to any vehicles parked in Riverwalk. All vehicles parked in Riverwalk must be in operable condition and not have either their tires removed, flat tires or fluids leaking out of the vehicle.

A Unit Owner shall be responsible for any damage caused to a carport or caused by them or their guest, tenant, or guest of a tenant and the unit owner will be charged the full cost to repair the resulting damage.

A Temporary Parking Permit may be obtained from the office for guests of residents when permitted, as set forth above. Any Unit with an Account that is delinquent for more than 90 days will **NOT** be issued a Temporary Parking Permit for a guest. Under no circumstances are Temporary Parking Permits to be used

by residents to avoid the acquisition of permanent decals or evade the proper registration of any vehicle with the Association.

The Association may elect to void all decals previously issued and re-issue new decals at any time. The objective of this process would be to verify that Association files are up to date and to insure that any vehicles with previously issued decals are still authorized to park in Riverwalk. Specific rules related to issuing new decals and deadlines for obtaining the new decals will be published when necessary.

### **13. BOAT STORAGE, KAYAK STORAGE, AND BOAT RAMP USE**

Only limited space is available for boat storage and Kayak Storage. All spaces are assigned on a first come first serve basis as further defined in Section 5.3.6 of the Declaration of Covenants and Restrictions.

There are two different sizes of boat storage spaces. A small space can accommodate boats up to 17 ft in length. A large space can accommodate boats from 18ft to 23ft. Boats larger than 23ft require special approval to insure that they will not in any way obstruct other boats/trailer owners from entering or exiting the boat storage area or parking their boat/trailer in their assigned space.

Leaving any vehicle connected to a boat trailer unattended at any time in the Boat Yard or Boat Ramp area at is strictly prohibited and will be grounds for revoking boat ramp or storage privileges. Any trailer or vehicle blocking another boat/trailer owner from parking in their assigned space may be immediately towed.

Boat Storage spaces are assigned based on the size of the boat and the date the applicant was placed on the Association's Boat Storage Waiting List. The Association's office staff shall determine the appropriate space to assign to each boat and may re-assign spaces, if necessary to insure that the maximum space is made available for the safe storage of boats. There is a limit of one boat storage space per Unit. Upon notification of an assignment of a storage space, an applicant has 30 days from the date of this notification to provide proof of title to a boat and trailer in applicant's name suitable in size for the space assigned. If proof of title is NOT provided within this 30 day period, applicant's storage space assignment shall be automatically revoked and applicant shall be placed on the bottom of the Boat Storage waiting list. When a boat storage space is offered to an applicant and either (1) the applicant declines to take the boat storage space when offered or (2) the applicant does not commit to accept the boat storage space within 2 business days after the date a space is offered, that available boat storage space will then be offered to the next person on the boat storage waiting list. In such case the applicant will remain in their current position on the boat storage waiting list, but will not be offered another boat storage space for six months.

Use of the Boat Storage Area, requires an electronic key (i.e. transponder) to open the gate. Transponders are only issued to owners of boats in the boat storage area for a fee, which is not refundable. Only one transponder will be issued per assigned boat storage space. Other specific fees, rules and regulations governing the use of the boat storage area are documented in the Boat Storage Agreement. This agreement must be executed by an applicant before they are permitted to use the boat storage area. Failure to follow the rules and regulations specified in this agreement shall be grounds for immediate termination of the offending parties' boat storage privileges. A fixed annual fee for the use of the boat storage area is charged once per year or upon initial assignment of a space which shall not be prorated. Fees are not prorated and are not refundable in the event boat storage privileges are terminated. Everyone using the Boat storage area must consent and sign the Association's latest approved Boat Storage agreement within 30 days after approval of a new agreement form by the Association or their boat storage privilege shall be revoked.

Each **current resident** of Riverwalk may use the Association's boat ramp. To obtain a key to the ramp gate a Boat Ramp Application must be completed and a key deposit is required. Failure to lock the gate to the boat ramp upon exiting will be considered a violation. Opening the Boat Ramp gate and/or giving the Boat

Ramp Key to a non-resident will also be considered a violation. Parking or leaving any vehicle, trailer or boat on the grass next to the boat ramp or on the boat ramp or leaving a boat unattended anywhere near dock at the boat ramp is strictly prohibited and considered to be a violation. Any violation of the Boat Ramp rules set forth in this paragraph and/or the Boat Ramp agreement will result in termination of the offending party's boat ramp privileges, boat storage privileges, removal from the boat storage waiting list, and/or a fine pursued by the Association.

Kayak spaces are assigned based on the date the applicant was placed on the Association's Kayak Waiting List. There are 48 Kayak spaces available on the Kayak racks ("Racks") located next to the Boat Ramp. The Association's office staff shall determine the appropriate Kayak space to assign to each Unit Owner and may re-assign spaces, if necessary to insure that the maximum space is made available for the safe storage of Kayaks. All Kayak stored on the Association's Kayak Rack must be securely locked to the Rack to prevent theft, wind damage or hurricane damage. The Association is not responsible for any damage to or theft of any Kayak stored on the Association's rack.

Upon notification of an assignment of a storage space, an applicant has 30 days from the date of this notification to physically place their Kayak on their assigned space. If placement of the Kayak on the assigned space does NOT occur within this 30 day period, applicant's storage space assignment shall be automatically revoked and applicant shall be placed on the bottom of the Kayak waiting list. When a Kayak space is offered to an applicant and either (1) the applicant declines to take the Kayak space when offered or (2) the applicant does not commit to accept the Kayak space within 2 business days after the date a space is offered, that available Kayak space will then be offered to the next person on the Kayak waiting list. In such case the applicant will remain in their current position on the Kayak waiting list, but will not be offered another Kayak space for six months.

Copies of the Boat Ramp Agreement, Boat Storage Agreement and Kayak Storage Agreement and associated annual fees required are available in the Association's Office. Applicable Agreements must be executed and all required fees be paid before a Boat Ramp Gate Key is issued; a space is assigned in the Boat Storage Area and a transponder issued; or a Kayak space is assigned.

The ice machine in the Boat Yard was purchased using only boat storage yard fees and is for use only by boat owners assigned a space in the boat storage yard. Anyone allowing anyone other than an assigned boat storage space occupant to take ice from this machine may have their boat storage privilege revoked. No more than one 30 gallon cooler of ice shall be taken from this ice machine per day, per owner, assigned a space in the Boat Yard. The metal ice scoop must be returned to the receptacle on the shed next to the ice machine in the Boat Yard and the ice machine locked after each use.

#### **14. PETS**

Section 7.1.7 of the Declaration of Covenants and Restrictions set forth Pet restrictions.

Pets cannot be chained or tied and left unattended in the common areas. No pets are allowed in the pool areas, tennis courts, or the children's playground. All pets on the common areas must be leashed at all times to their owner. No pets are permitted to roam free on Riverwalk property, including adjoining property next to the C-18 canal leased to the Association by South Florida Water Management under a restrictive use permit. Pets roaming free in these areas will be reported to the police and/or West Palm Beach Animal Care and Control at (561) 233-1200. Pet traps may be placed by the Association to trap any pets roaming the community in violation of these rules and regulations. Any pets caught in traps will be turned over to Animal Care and Control.

All pets must be registered with the office for both the security of your pet and that of the community. All pets must be licensed, and provide up-to-date immunization records.

Specific breeds of potentially dangerous pets being registered by new owners or tenants after the date of these Rules and Regulations which will no longer be permitted to reside in Riverwalk are: Pit Bulls, Rottweilers, Doberman Pinschers, Chow Chows, Great Danes, Boxers, German Shepherds, or Alaskan Malamutes. This Rule also applies to mixed breed dogs containing any breeding from the any of the above stated prohibited dog breeds.

Unit Owners shall be liable for any consequential costs, damages, fines or injuries resulting from their failure (or failure of their tenants or guests) to strictly adhere to all Covenants, rules and regulations related to pets.

### **15. SWIMMING POOLS**

Only owners, lessees, and/or their guests may use a pool. Anyone using a pool shall do so at his or her own risk. The pool gate must be closed and locked at all times and a pool key must not be left in the lock on the gate. No food, gum, or glass containers are allowed in Pool area or on deck. No bandages or persons with open wounds allowed in the pool. Everyone must shower before entering pool for the first time. Bathing suits are required to use the pool. While sun bathing or swimming in the pool area appropriate swimming attire for a family community is required.

An adult must accompany children under the age of 14 years at all times. Children not toilet trained are not allowed in the pool without swim diapers designed specifically for the purpose of pool use. Any incontinent adult using the pool must wear a swim diaper or other protective garment designed specifically for the purpose of pool use. No bicycles, skateboards or roller-skates, footballs, basketballs or other projectiles are allowed in pool area at any time. No large floating rafts, or other large aquatic toys or floating devices are permitted in pool.

Any activity in the pool area interfering with the quiet enjoyment of an owner's, lessee's or their guest's use of the pool shall be prohibited. The use of speakers on radios is prohibited. Headphones must be used anywhere in the proximity to the pool areas. No pets are allowed in pool or on the pool deck at any time. For the safety of all who use the pool, no barbecue grills or open flame allowed within the pool area unless it is a Association sanctioned event.

Lounges, chairs or tables may not be reserved for residents or guests not present in the pool area. Deck furniture is to be used only for its intended purpose. Using this furniture to jump over fences, dive into the pool, build forts, etc. is prohibited. No one may touch or use pool safety equipment, such as a life preserver, except in an emergency. No one other than Association staff and authorized contractors may touch any equipment used for pool maintenance or pool equipment, such as pool pumps or heaters.

From time to time the pool may be closed temporarily for cleaning, Association meetings, etc. No one is permitted in the swimming pool when it has been announced by the Association's staff or posted on the pool gate that the pool has been closed.

No one is permitted within the fenced area of a pool or to swim in a pool between dusk and dawn. Climbing the fence surrounding the pool is prohibited at all times. Residents and guests must use a key to unlock the pool gate to access pool area. Immediately after unlocking a pool gate for entrance to a pool, the pool gate must be closed to a locking position.

Any owner or tenant planning a pool party consisting of more than 8 guests must notify the Association office at least 7 days in advance of the party of the times and dates of the party to avoid the possibility of conflicting parties at a pool scheduled at the same time. In such cases a \$50 refundable deposit is required at least 7 days in advance of the party to cover any possible costs incurred by the Association to clean up the

pool area after the party. Any refundable deposit will be reduced by any such Association costs to clean up after a party. Notification to the Association of a planned party does not grant anyone the right to exclusive use of the pool or pool area or to prohibit any resident from using the pool area during a scheduled party.

## **16. PLAYGROUND**

Only owners, lessees, and/or their guests may use the playground. Anyone using the playground shall do so at his or her own risk. The playground gate must be closed and locked at all times. An adult must accompany children under the age of 14 years at all times.

No roughhousing is allowed. Alcoholic Beverages are prohibited. Jumping over the fence, climbing on the fence or standing on the fence is prohibited. No one is allowed to climb the basketball poles or poles to the swing set or hang from the basketball net rim. No pets are allowed within the fenced area of the playground. No bicycles, skateboards or roller-skates are permitted in playground area. No one may exceed the posted weight limit for playground equipment.

No one is permitted within the fenced area of the playground between dusk and dawn.

Any activity in the playground area interfering with the quiet enjoyment of an owner's, lessee's or their guest's use of the playground shall be prohibited. The use of broadcast speakers or radios is prohibited.

## **17. TENNIS COURTS**

The tennis courts hours of operation are 8AM to Dusk. Use of Courts is restricted to residents and their guests. Anyone using the tennis courts shall do so at his or her own risk. The tennis court gates must be closed and locked at all times. An adult must accompany children under the age of 14 years at all times.

Sitting, kicking, hitting, pulling or in any way causing damage to the nets is prohibited. Climbing on or under the fence surrounding the tennis courts is prohibited. The use of broadcast speakers or radios is prohibited. Throwing rocks or any other debris into the fenced area of the Tennis Courts is prohibited.

When others are waiting, there is a time limit of 1 hour for singles and 1 1/2 hours for doubles. Courts are for tennis only: No skateboards, roller-skates/blades, bicycles, ball playing or any non-tennis activity is permitted unless authorized in advance by the Association.

## **18. LAKE**

An adult must accompany children under the age of 14 years at all times when they are within 50 feet of the lake. No one is permitted to enter the lake at any time, which includes swimming or wading in the lake. All Residents must stay at least 10 feet away from the edge of the water to avoid any possibility of accidentally slipping or falling into the lake.

No fishing is permitted in the lake because of chemicals added to the lake and possible damage to the fountain electric lighting cable in the lake.

## **19. FINES**

Violations of the Rules and Regulations by a Unit Owner, tenant, or guest may result in a fine against the Unit Owner. It is the sole discretion of the Association to levy any fine if applicable, on a case by case basis. Florida Statutes provide for fines of \$100.00 per violation for non-compliance up to a maximum fine of \$1,000. Each day a violation remains constitutes a new violation for which another \$100 maximum fine may

be imposed. All fines are in accordance with applicable Florida Statutes, as may be modified from time to time.

Proposed fines may be imposed by majority vote of the Board of Directors. A proposed fine must be reviewed and approved by the Association's Fining Committee as follows:

1. The Fining Committee shall consist of three members and up to 2 alternate members appointed by the Board of Directors.
2. Committee members cannot be a member of the Board of Directors and serve at the pleasure of the Board and may be added or removed at any time by a majority vote of the Board.
3. Committee members that wish to resign shall do so in writing.
4. The Fining Committee shall elect a Chairperson from its Board appointed members.
5. The Chairperson shall preside over the meetings and maintain order through the use of parliamentary procedure.
6. The Committee shall give an opportunity to be heard, of not less than 3 minutes, to each Unit Owner for whom a fine is recommended before making a final decision.
7. All active Committee members must cast a vote when deciding on a fine. The alternate member will only cast a vote when filling-in for a primary member not present at the meeting.
8. Committee members shall only vote on the fines recommended by the Board.
9. The office staff will provide a hard copy fining packet the day of the meeting for each Committee member's review.
10. Once approved by the Committee, fines become final and cannot be changed or amended.

The Unit Owner subject to the proposed fine will be given not less than fourteen (14) calendar days written notice of the Fining Committee meeting date, time and location via postage prepaid regular mail and an opportunity to be heard in front of the Fining Committee. If the Fining Committee, by a majority vote, does not approve the fine, the fine will not be imposed.

## **20. INSPECTION AND COPYING OF ASSOCIATION RECORDS**

The official records available for inspection and copying are those designated by Section 720.303(4), Florida Statutes, as amended from time to time.

Every Association member or the authorized representative of such member, as designated in writing (hereinafter collectively referred to as "member") shall have the right to inspect or copy the official records pursuant to the following rules.

A member desiring to inspect the Association's official records shall submit a written request to the Association, **via certified mail**, at 6285 Riverwalk Lane, Jupiter, Florida 33458. The request must state the specific official records requested, including pertinent dates or ~~time~~ periods. The request must be sufficiently detailed as to allow the Association to retrieve the official records requested. However, the Association is under no obligation to retrieve any records requested and may, in the alternative, require the member to inspect the official records as they are kept in the ordinary course of business.

Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.

No member may submit more than one (1) request for records inspection and/or copying per month.

No member may submit more than one request for inspection and/or copying of the same record in a sixty (60) day period.

No member may request the inspection of more than one hundred (100) records at any one time, nor shall the Association be required to produce records for inspection exceeding one thousand (1,000) pages at one time. If the member's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the member up to the limiting factor, and notify the member that the other records will be made available for inspection at another inspection session upon receipt of another written request of the member sent via **certified mail**.

All inspections of records shall be conducted at the Association's office or at such other location designated by the Association. No member may remove original records from the location of inspection. No alteration of the original records shall be allowed.

Records shall be made available for inspection by the Association on or before the tenth business day subsequent to actual receipt by the Association of the written request, **sent via certified mail**, for inspection. This time frame may be extended by written request of the member. The Association shall notify the member in writing that the records are available and shall attempt to make the records available at a mutually convenient time and date. The Association shall not be obligated to make records available less than ten (10) business days after receipt of the member's written request

Owners will have eight (8) hours to inspect the records requested on the day of the appointment only. Inspections shall be conducted, by appointment and completed between the hours of 8:30 a.m. and 5:00 p.m. on the day of the appointment. Once an appointment is agreed to between the Association and a Unit owner, the appointment date and time must be met or rescheduled at least 3 calendar days prior to the appointment date.

Only the Unit Owner submitting the request for inspection of official records shall be entitled to inspect the records produced at the designated time.

If a Unit Owner desires to obtain a copy of any record, the Unit Owner shall identify the record desired during the inspection. The Association shall not be obligated to copy portions of records. The requested copies will be made available within a reasonable time.

Should a records request be made that requires copying or producing more than twenty-five (25) pages, the Unit Owner shall pay twenty five cents (\$.25) per page for copying documents, payable by check or money order at the time the copies are requested. In addition, costs required for personnel to retrieve and copy the records, if the time spent retrieving and copying the records exceeds one-half hour, the Unit Owner shall pay such actual personnel cost at a \$20 per hour rate.

Records requested that may reasonable include confidential information that cannot be released under Florida Statute **720.303**, such as Social Security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, etc. must be reviewed and such confidential information redacted out of each document requested prior to any release to the requester. To redact a document without altering the original document requires copying the page, striking/blanking out the confidential information and then re-copying the document to eliminate any chance the information redacted can be seen. If this redacting process can reasonably be expected to result in more than 25 copies, the estimated cost of copying redacted information at \$.25 per page must be paid in advance before the records request can be processed. In addition, if more than 25 copies are expected, the estimated labor costs at a \$20 per hour rate that will be incurred to review the requested documents, locate information to be redacted, redact the document, and then make redacted copies of this information must also be paid in



advance before the records requested will be processed. Once documents containing any redacted information have been copied and any required estimated cost of redacting have been paid in advance, any redacted pages will be provided to the requester at no additional charge. In the event the actual labor and copying cost of redacting is less than estimated, the difference will be refunded to the requester. In the event the actual labor and copying cost of redacting is more than estimated, the difference must be paid by requester prior to the release of the any requested documents to the requester.

The Association shall not be obligated to undertake the photocopying or preparation of any records until payment is received for both copying and estimated personnel costs by the Association. Personal checks will not constitute payment until funds clear. Once the copies of the official records are produced pursuant to a Unit Owner's request, there will be no refunds issued in the amount paid to the Association even if the Unit Owner refuses to take possession of the copies requested.

A Unit Owner or his or her authorized representative may use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Unit Owner or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Unit Owner or his or her authorized representative for the use of a portable device to copy a document.

Prior to the release of any records to an owner, the owner must date and sign a form verifying that they have been granted access to the requested documents. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.

## **21. DELINQUENCIES**

In the event that a Unit Owner is delinquent on an assessment for a period which exceeds ninety (90) days, the following privileges shall be suspended after Board approval at a properly noticed Board meeting. Upon such approval, the Association must notify the unit owner and, if applicable, the unit's occupant(s), tenant(s), licensee(s) or invitee(s) of the suspension by mail or hand delivery, as an additional penalty to collection.

1. The Association provided internet service to the unit shall be suspended until such time as the unit's account becomes current.
2. The Unit Owner's voting privileges shall be automatically suspended for a period of sixty days. This suspension shall begin on any day for which a meeting is called that a Unit Owner would normally be able to cast a vote. This includes but is not limited to: annual, regular, and special meetings of the membership. This suspension shall be lifted when the sixty (60) day period has expired, or when the unit's account becomes current.
3. The Unit Owner(s) and/or their guests, invitees, and tenants shall be suspended from the use of any pool or tennis court. The pool/tennis court key shall be immediately surrendered to the Association with any deposits for said key applied to the delinquent account. In the event that a Unit Owner or their Tenant becomes current after pool/tennis court privileges have been suspended, the Unit Owner or their Tenant must then reapply for a pool/tennis court key and pay the required fee for a new key.

4. The Unit Owner's Temporary Parking Permit privileges for guests shall be suspended. No Temporary Parking Permit shall be issued to any guest(s) visiting anyone residing in the unit until such time as the unit's account becomes current.
5. If applicable, the Unit Owner's or their Tenant's Boat Yard boat/trailer storage privileges shall be revoked and the Unit Owner or their Tenant not allowed to be placed at the end of the applicable Boat Storage waiting list until such time as the unit's account becomes current. Any Boat Yard gate transponder issued shall be disabled until such time as the Unit Owner's or their Tenant's Boat Yard boat/trailer storage privilege is restored.
6. If applicable, the Unit Owner or their Tenant shall be removed from the Boat Storage waiting list and the Unit Owner or Tenant not allowed to be placed back at the end of the applicable Boat Storage waiting list until such time as the unit's account becomes current.
7. The unit owners' or tenants' Boat Ramp privileges shall be suspended and any Boat Ramp key shall be surrendered to the Association with any deposits for the Boat Ramp key applied to the delinquent account. In the event that a Unit Owner or their Tenant becomes current after Boat Ramp privileges have been suspended, the Unit Owner or resident must then reapply for a boat ramp key and pay the required fee for a new key.

## **22. INTERNET ACCESS**

The Association offers a basic high speed internet service to each unit in the Association, **subject to the owner or resident completing a signed agreement with the Association for such internet service.** Unit Owners or tenants requesting higher speed internet service than is currently being provided free to each unit, shall be charged an annual fee for such faster service to be determined by the Association. Such fees shall be determined, set, and approved by the Board of Directors and may change from time to time.

The Association's responsibility for providing internet service to each unit ends at the cable connection on the dedicated internet wall plate installed in each unit by the Association's contractor. If internet signal levels are found to be within the proper operating range at this wall plate jack, the Association has fulfilled and satisfied its obligation to provide internet service to that unit. Unit residents reporting internet outages that are resulting from any defective or improperly connected/configured computer, modem or router equipment connected to the dedicated internet wall plate jack installed within the unit, shall be assessed a fee of \$75 for an unwarranted internet service call. Any resident found to have tampered with the dedicated internet wall plate wiring for any reason or to facilitate adding another wired internet connection somewhere else within the unit, shall be assessed a fee of \$100 and have their internet service suspended until such time as the Wall Plate connections are restored to the their original configuration when the wall plate and jack was initially installed by the Association.

Only Motorola Surfboard model 6141SB modems are supported by the Office Staff for determining if there is internet connectivity and/or modem problem within a unit.

When activating internet service to any unit, the resident of the unit must execute an internet service agreement adopted and approved by the Riverwalk Board of Directors.

## **23. TREES AND VEGETATION ON UNIT OWNERS PROPERTY**

Unit Owners shall ensure that all trees maintained in their courtyards or anywhere on their property are trimmed in accordance with Town of Jupiter tree trimming standards prior to May 1<sup>st</sup> each year. Furthermore the Association requires that all limbs, branches and fronds, are trimmed away from the building, any fruit or coconuts from palm trees and any dead branches or palm skirts are removed. This rule is in an effort to prevent possible damage or injury to neighbors and the unnecessary cleanup of tree droppings and palm fronds by neighbors or the Association. At all times all Unit Owners shall maintain all foliage within their property borders so that all foliage must be contained within said borders with no limbs branches or other parts of plant material extending into the common area or adjacent properties. Furthermore, Unit Owners shall keep plant material located within courtyards in a neat and orderly fashion and control the presence of weeds. Failure to comply with these guidelines will result in the Association correcting the violation and billing the actual cost of correcting such violations back to the Unit Owner.

**24. MISCELLANEOUS**

Units shall be used for residential purposes exclusively. No building or other structure, or part thereof, at any time situated on said land shall be used as a hospital, professional office, sanitarium, church, charitable, religious or philanthropic institution, or for business, professional, manufacturing purposes, or for any use whatsoever other than single family dwelling purpose as aforesaid. The foregoing shall not prohibit the use by a Unit Owner of a personal computer within his Unit.

Fees shall apply for keys as follows:

Boat Ramp Gate Key (Refundable on Return of Key)	\$100
Pool/Tennis Court Key	\$ 75
Transponder For Boat Storage Yard	\$ 35

The fee for a boat storage space is \$160 per year payable on July 1<sup>st</sup> of each year or when first assigned a space and this fee is not pro-rated. The fee for a kayak storage space is \$25 per year payable on July 1<sup>st</sup> of each year or when first assigned a space. This fee is not pro-rated. Boat Storage transponders are only available to Units with an assigned boat storage space. Fees may be changed at any time by majority vote of the Board of Directors.

When a rental terminates, the unit owner must obtain all keys (including electronic keys) to locks on Association property in the tenant possession before the tenant vacates their unit, Unit owners shall be subject to fines for any tenant, who is no longer a resident of Riverwalk, using Association facilities, including the Swimming Pools, Boat Ramp, Boat Storage Area, Tennis Courts, etc.

When a owner sells their unit, the unit owner must return all keys (including electronic keys) to locks on Association property in the owner(s)' possession before the owner vacates their unit. Former Unit owners shall be subject to trespass charges for using Association facilities, including the Swimming Pools, Boat Ramp, Boat Storage Area, Tennis Courts, etc.

The road barrier consisting of potted bushes next to the Association's Office, shall not be moved or relocated for any reason without approval from either the Board of Director or the Property Manager. This road barrier is necessary at all times to protect children entering or exiting from the Phase II pool from passing vehicle traffic.

With regard to maintenance and upkeep of Units, all Units shall be maintained in good repair. Front and rear patio areas are required to be properly maintained. No fixtures or vegetation is permitted on front or rear

patios of any unit that would block the Association from painting a unit or a unit's fences. All vegetation within the front and rear patio areas shall be properly maintained. Nothing stored or planted on the front or rear patio (except the screening on rear patios and trees or bushes on the front or rear patio) shall extend higher than the fence height on either the front and rear patio or be hung over a fence or screen enclosures without board approval. Any hanging laundry or clothes visible from outside the Unit is prohibited.

Any complaints or request for common area repairs/maintenance or other Association matters must be submitted to the Association in writing and identify the Unit number and specific Unit Owner or resident making the complaint before the Association will take any action to address the complaint or request. Evidence supporting any alleged violation of the Association Governing Documents submitted to the Association for a possible fine or corrective action must be accompanied by photographic or video recorded evidence clearly depicting the actual violation including the date and time of the violation and the violator's unit number or corroborating written statements from two or more different unit owners or tenants detailing the actual violation, date, time and the violator's unit number.

Work request, complaints, violations, concerns and inquires should be submitted via email to the Association's email address ([riverwalkhoa@comcast.net](mailto:riverwalkhoa@comcast.net)) to facilitate better responsiveness, tracking and resolution of all Unit Owner and Tenant requests.

All owners, residents and guests must obey all stop signs, speed limits and traffic barriers or face fines for each violation. Anyone parking a vehicle anywhere except in a single, designated, parking space will be subject to having their vehicle towed immediately. Anyone blocking the streets with their vehicle and/or trailer will also be subject to having their vehicle and/or trailer towed immediately.

The Association currently does not have any insurance coverage for any privately owned Units within Riverwalk. It is the Unit Owner's responsibility to maintain all necessary insurance coverage on their Unit, including but not limited to fire, theft, wind, water, hurricane, and liability insurance.

Notwithstanding any other provision of these Rules and Regulations or of the Association's Documents, no Unit shall be occupied overnight by more than six (6) persons without prior written consent of the Association.

Fence and Front door lighting outlets installed when the unit was built must be in working order and not be removed or covered up and approved lighting fixtures connected to those outlets must be kept in working condition with at least 100 watts of illumination and be turned ON from dusk to dawn.

Holiday lights and decorations may only be attached to Units or displayed from October 15th to January 7 and two weeks prior to Easter until one week after Easter. No holiday lights may be installed on the common areas without written Association approval. The purpose of holiday lights and decorations are to celebrate the Christmas, Hanukkah, Thanksgiving, Halloween and Easter holidays. Any lights other than holiday lights, motion activated security lights, or the fence and front door lights installed when the Unit was built, must be approved by the Board of Directors.

The Association requires all owners and/or residents (including tenants) of Riverwalk to update their contact information. Whenever any change in contact information is made or upon request of the Association, a "Resident Questionnaire" form must be completed and returned. This form may be completed online at Riverwalk's website: [riverwalkhoa.biz](http://riverwalkhoa.biz). Failure to complete and return this questionnaire upon request may result in action by the Board of Directors, including but not limited to, referral for fining.

No person may fire projectiles within the common elements at any time. This includes the property adjacent to the C18 canal which is under lease agreement to the Association by SFWMD.

No unlicensed, self-propelled vehicle, including but not limited to mopeds, all-terrain vehicles (ATV's), go carts, scooters, motorbikes, golf carts, etc. shall be permitted to be operated anywhere on the Association's common areas at any time. This rule does not apply to golf carts owned by the Association or self-propelled devices required by any handicap persons.

Any Unit Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. No other flags may be displayed at any time. Flag pole anchors on end Units should be placed on the door trim 5 to 6 feet off the ground. Flag pole anchors on inside Units should be placed 5 to 6 feet off the ground and on the trim of front patio sliding door. The flag poles must be placed on a trim piece and not on the siding, for more support.

The Association only accepts checks or money orders for all payments. Cash and Credit cards are not accepted by the Association as payments.

Smoking is not permitted within 10 feet of the outside perimeter of playground, pools or tennis courts or the entrances to these areas including all Association bathrooms.

Only Unit Owners and their families are permitted to attend or speak (for no more than 3 minutes) at Riverwalk membership meetings or board meetings, unless otherwise invited or approved by the Board of Directors.

The Association shall permit Unit Owners who desire to receive notice(s) by electronic transmission to utilize electronic notice in conformance with Florida Statute Section 718.112(2)(d)6, as amended from time to time. The Association may determine that additional notice, such as notice by mail or hand delivery, may be provided in addition to electronic notice under certain circumstances. Forms for unit owners to (1) consent to receive electronic notice, (2) consent to use electronic means for voting, (3) notify the Association of a change in your electronic mail address and (4) revoke your consent to receive electronic notice are available in the Association's office.

Any Riverwalk Owner, Tenant or resident who contracts or uses an Association employee to perform a job(s) for them does so at their own risk. The Association makes no warranty or certification of any employee's fitness or qualifications for any job they are contracted to do outside of their jobs assigned to them by the Association. Riverwalk employees are not permitted to work on any job, projects or non-association property not specifically assigned to them during normal Association business hours by Riverwalk Management personnel or the Board of Directors.

Advertising ("ad") material may be submitted to be included in the Association's newsletter sent out with each quarterly assessment billing. The fee for inserting a black and white business card size ad is \$50, \$175 for a half page ad and \$300 for a full page ad, which fees may change as determined by the Board. The content of any ads submitted is subject to Association approval and a possible disclaimer notice before being included in an Association newsletter.

Association notices including Notice of Board Meetings and Meeting Agendas shall be posted, as required by applicable Florida Statutes in the window cabinet located on the right side of the door to the Riverwalk Office located next to the Phase II Pool.

