

**AMENDED AND RESTATED RULES  
AND REGULATIONS  
OF  
RIVER HAVEN, INC.**

**March 4, 2019**

**1. GENERAL.**

**1.1** The following Rules and Regulations, as adopted by the Board of Directors pursuant to the Corporation's Bylaws, are administered and enforced by the Board of Directors. They are intended to provide for maximum pleasure and living conditions of the Owners, Residents, Occupants and Guests and to maintain the beauty of the Mobile Home Park. The Rules and Regulations may be amended by the Board of Directors from time to time to achieve these purposes. Your comments are always welcome concerning Rules and Regulations, as amended from time to time. It is requested that your comments be submitted to the Board for consideration, in writing, and be signed by the Owner. The Rules and Regulations, and any amendments thereto, shall be distributed to each Owner.

**1.2** The terms used in these Rules and Regulations shall have the same definitions and meaning as those set forth in the Bylaws of the Corporation (the "Bylaws"), as amended from time to time, and the Florida Business Corporation Act (Chapter 607, Florida Statutes), as amended from time to time (the "Act"), unless herein provided to the contrary, or unless the context otherwise requires.

**2. HOUSING FOR OLDER PERSONS.**

The Mobile Home Park is operated and will continue to operate as a residential community for persons fifty-five (55) years of age or older in accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, and as set forth with more particularity in the Bylaws.

**3. APPROVAL OF NEW STOCKHOLDERS.**

**3.1** The Development Committee is to recommend to the Board new Stockholders for approval or disapproval. The Board reserves the right to approve new Stockholders, Residents and Occupants of the Mobile Home Park as a 55 and older mobile home park. Current Owners should remember this should they desire to offer their Mobile Homes for sale.

**3.2** The Board reserves the right to verify the ages of all potential Stockholders in the Mobile Home Park and to obtain references and to conduct credit checks to determine financial responsibility. The Board reserves the right to refuse residency for any reason not prohibited by Law. Such verification shall remain the property of the Board.

**3.3 Disapproval for Good Cause.** Disapproval of potential Stockholders pursuant to this Article 3 shall be made by the Board of Directors if it is determined that the potential Stockholder does not facially qualify to hold Common Shares in the Corporation, or if the proposed transaction will result in a violation of the Corporation Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the potential Stockholder does not facially qualify to hold Common Shares in the Corporation or the proposed transaction will result in a violation of the Corporation Documents, including but not limited to the age restrictions set forth herein:

**3.3.1** The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants or Residents) intends to conduct himself in a manner inconsistent with the Corporation Documents;

**3.3.2** The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of or has pleaded no contest to:

**3.3.2.1** a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or

**3.3.2.2** a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

**3.3.2.3** a felony involving illegal drugs within the past ten (10) years; or

**3.3.2.4** any other felony in the past five (5) years; or

**3.3.2.5** a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

**3.3.3** The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

**3.3.4** The person seeking approval is currently on probation or community control;

**3.3.5** The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

**3.3.6** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Mobile Home Park or other residences as a Tenant, Resident, Occupant, Guest or Owner;

**3.3.7** The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or has made material misstatements or withheld material/information during the application process;

**3.3.8** The Stockholder requesting the transfer has had fines assessed against him or her which have not been paid;

**3.3.9** All Maintenance Fees and other charges against the Mobile Home have not been paid in full; or

**3.3.10** The application or investigation by the Corporation reveals that the proposed transaction will result in a violation of the Corporation Documents, including but not limited to the age restrictions set forth herein.

If the Board disapproves a transfer for good cause, the Corporation shall have no duty to purchase the Common Shares or the Mobile Home or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

#### **4. RESIDENCE.**

**4.1** Each Mobile Home in the Mobile Home Park is restricted to two (2) adults, one of whom shall be 55 years of age or older.

**4.2** No Stockholder may own more than one (1) Mobile Home in the Mobile Home Park unless one of them is legitimately for sale with written Board approval.

**4.3** Under no circumstances may additional persons, family member or others, “move in” with the Owner once occupancy is established. Should there be an emergency need to waive this rule, the full Board must be consulted and Board approval obtained in writing in advance of the additional person or persons moving in and reviewed yearly. If approval is granted for their situation, the following applies:

**4.3.1** Short Term – With a maximum of six months only and a review every two months. The first two months fee will be \$150.00 per month. Any time after that the fee is \$200.00 per month until the six months are up.

**4.3.2** Long Term – Medical hardships. For one year only. A letter must be given to the Board for a review with a doctor’s signed authorization. The first two months fee will be \$150.00 per month. Any time after that the fee is \$200.00 a month.

#### **5. GUESTS.**

**5.1** Owners and Residents shall be held responsible for the conduct of their Guests regarding the Corporation Documents, including but not limited to the Rules and Regulations. It

is the responsibility of the Owners to apprise their Guests of the Corporation Documents, including but not limited to the Rules and Regulations. Guests under sixteen (16) years of age may not use the recreation areas or drive a golf cart unless accompanied by an adult. For the safety of all concerned, safe and proper operation of bicycles and golf carts is required at all times.

**5.2** Guests may occupy a Stockholder/Owner's home in the absence of the Stockholder/Owner if they notify the Board of Directors in writing of the names and ages of such person(s), and how long they intend to occupy the home, not to exceed thirty (30) days in any calendar year unless otherwise permitted by the Board of Directors.

**5.3** If any one (1) Guest stays beyond thirty (30) days, then Section 4.3 of these Rules and Regulations applies.

## **6. TENANTS.**

**6.1** Leasing is discouraged and can be done only when an Owner cannot sell his Mobile Home or in emergency situations. No Mobile Home shall be leased without the written permission of the Board. The Owner is responsible for collecting and remitting any state or local taxes required by the Florida Department of Revenue.

**6.2** Each Tenant shall receive a copy of the Rules and Regulations and sign a form that they will abide by them. Tenants shall inform Guests of the Rules and Regulations.

## **7. MAINTENANCE FEE.**

**7.1** The Maintenance Fee is due on the 1<sup>st</sup> day of the month and late fees will be charged after the 10<sup>th</sup>. One dollar (\$1.00) per day late fee shall be charged for delinquent Maintenance Fees and shall be duly enforced.

**7.2** All Maintenance Fees shall be paid through the Corporation's Bank.

**7.3** After ninety (90) days of delinquency, the Board may take appropriate action toward foreclosure.

## **8. PETS; DOGS, CATS, FISH AND BIRDS.**

**8.1** A pet is an animal kept for companionship and enjoyment. Any animal might be a pet, but in practice only a small number of species of mammals (especially dogs and cats) and other small animals such as birds or fish are practical.

**8.2** All pets must be must be kept inside the Owner's screened in area, lanai, shed or Mobile Home. If pets are outside on Mobile Home Park Property the pet owner must control them.

**8.3** All pets allowed on Mobile Home Park Property must be on a leash or hand held and accompanied by an adult. The pet owner shall immediately clean up all waste of their pet, including on their own Lot. Owners are not permitted to take their pet into the pool, pool caged area, club house, marine storage building, maintenance shop, storage sheds, or on the large point.

**8.4** Under direct supervision, a pet is allowed to exercise off leash at the far end of the Lighthouse point.

**8.5** One pet is allowed per Mobile Home.

**8.6** Dogs not permitted in the Mobile Home Park are Dobermans, Pit Bulls, Rottweilers and German Shepherds. Seeing-eye dogs or other animals trained to serve as physical aids to handicapped person will be allowed providing proof of such training is provided.

**8.7** Pet must meet the licensing requirements for the State of Florida and Charlotte County. A copy of the license and shot record must be on file in the River Haven Stockholder file.

**8.8** The pet owner will compensate any person who is hurt or bitten by any pet and will hold the Corporation harmless from any claim resulting from any action of the pet, whatsoever.

**8.9** A Guest's pet must abide by the rules in this section.

**8.10** The owner of any pet currently in the Mobile Home Park not conforming to these rules will submit a letter to the Board requesting approval. If approved it will be put in the Owner's file. This will be a temporary approval from the Board. However, if said pet passes away, any future pet must conform to all the above rules.

## **9. VEHICLES.**

**9.1** The streets in the Mobile Home Park are privately owned and regulated by the Corporation. The speed limit is fifteen (15) miles per hour. Stop signs are located at certain intersections. Vehicles shall not be parked on the streets or the grass overnight. All vehicles must be parked in the Owner's driveway or in areas designated by the Board and/or Groundskeeper. Owners must obtain their neighbor's permission before parking in their driveway. Golf carts should not be parked on front lawns or streets overnight – driveways and side lawn parking is permissible. There will be no long term parking permitted in any of the designated parking spaces.

**9.2** Only two (2) vehicles per Mobile Home are allowed.

**9.3** Vehicle washing must be done in accordance with current water restrictions.

**9.4** No major vehicle repair work will be allowed in the Mobile Home Park.

**9.5** Residents and visitors with recreation vehicle type vehicles shall be assigned a parking area in the off street parking areas at the discretion of the Groundskeeper. Parking of this type of vehicle is for a short term only. There shall be no overnight sleeping or camping in any recreation vehicle type vehicle while occupying any allotted space in the Mobile Home Park, or while parking in carport.

**9.6** No unlicensed or inoperative vehicles are permitted in the Mobile Home Park or on an Owners' lot. Unlicensed or inoperative vehicles are subject to being towed at the Owner's expense.

**9.7** Owners and their Guests may have and operate Motorcycles, Motorbikes, Motor Scooters, and Segways. **NOTE: Motorcycles, Motorbikes and Motor Scooters must have proper mufflers.**

## **10. MOBILE HOMES.**

**10.1** Mobile Homes shall be maintained in a clean, neat, and attractive manner and kept free of debris and litter. Washers, refrigerators, freezers and other appliances cannot be placed outside the screen room or sheds. Mobile Homes shall not be allowed to deteriorate and distract from the beauty of the Mobile Home Park. If the Board deems a Stockholder/Owner's property is not being maintained in the manner as described, the Board will have the necessary work done and the Stockholder/Owner will be billed as needed. Stockholders shall comply with applicable laws, necessary permits, ordinances and regulations of Government authorities.

**10.2** Mobile Home washing by power washer or with a trigger nozzle on your hose must be done in accordance with the current Southwest Florida Water Management District (SWFWMD) directives.

**10.3** Any one leaving a Mobile Home unoccupied for one (1) week or longer must shut off the water supply to the Mobile Home.

**10.4** No Mobile Home over five years old can be brought into the Mobile Home Park. All Mobile Homes must be rated and approved for wind Zone 3.

**10.5** Any new or replacement Mobile Home must conform to the Corporation Documents and State and Local Codes. It is the Owner's responsibility to obtain Board approval and applicable permits. The Owner must submit a drawing to scale showing the proposed Mobile Home and all additions as indicated in Section 11.6 of these Rules to the Board prior to any startup.

**10.6** All Mobile Homes (new and existing) must have an approved carport which must appear to be an integral part of the Mobile Home provided that the lot size permits such structure. This requirement may be waived with Board approval.

**10.7** The Mobile Home Park has water lines, sewer lines, and telephone and cable lines buried underground. If you have or intend to place pavers, patio blocks, cement drives, sheds or other permanent structures and a need arises that these be torn up in order to repair or replace Mobile Home Park services, the Owner will be responsible replacing the damaged area.

## **11. MOBILE HOMELOTS.**

**11.1** Owners in River Haven do not own the lot or have the right to sell the lot their Mobile Home sits on, as the property is owned by the Corporation. Mobile Home Owners are members of the River Haven Community and are Stockholders of the Corporation. If a natural or man-made disaster destroys the Owner's Mobile Home, the Owner is required to abide by the Corporation Documents, including but not limited to these Rules, and the Mobile Home must be replaced within twelve (12) months, unless upon written request, the Board grants an exception due to special circumstances. If the Owner chooses not to replace the destroyed Mobile Home with a new Mobile Home, then the Owner is responsible for the following:

**11.1.1** The Owner is required to remove the destroyed Mobile Home, debris and all trash within sixty (60) days at their expense.

**11.1.2** The Owner is required to rake clean the lot of all debris and trash within sixty (60) days of the disaster at their expense.

**11.1.3** The Owner is required to have repaired to present codes any damage that occurred to the infrastructure of the Mobile Home Park. To clarify further, the following must be repaired at the Owner's expense:

**11.1.3.1** Water and sewer connections, above and below ground within the boundaries of the previously occupied lot.

**11.1.3.2** Electrical connections above and below ground from the electrical meter to the Mobile Home, above and below ground.

**11.1.3.3** Concrete driveway, patio and other concrete damaged due to a natural or man-made disaster within the boundaries of the previously occupied lot.

**11.1.4** The Owner is required to pay without delay the monthly Maintenance Fee unless the Owner's Common Shares are returned to the Corporation for a refund. Common Shares are refunded contingent upon available funds and Board approval.

**11.2** If the Owner decides not to meet and/or perform the above obligations, then the Corporation will hold all monies the Owner has in Common Shares and direct the Corporation attorney to file suit against the Owner to collect all costs involved in Section 11.1.1, Section 11.1.2 and Section 11.1.3 hereof, all filing fees and attorney costs.

**11.3** The Stockholder is responsible for the overall appearance of his lot. It shall be kept orderly, neat, clean and free of litter. Loose items shall be secured. Weeding, watering, and general care of the lawn and shrubs are the responsibility of the Stockholder. The Corporation will be responsible for trimming around the Mobile Homes, up to six inches from the Mobile Homes, but there will be no weeding inside the flower beds or gardens. Additional landscaping may be planted with the approval of the Board or Groundskeeper as to the type and location. Once planted, all growth becomes the property of the Corporation. However, any produce from these plantings, such as fruit, flowers, etc., belongs to the Owner or Resident in the Mobile Home located on the grounds where planted and it is their responsibility to dispose of the fallen fruit and flowers accordingly.

**11.4** The Board assumes the duty of mowing all grass that can be reached with a riding lawn mower. No stones or other material shall be placed so that they may damage mower blades.

**11.5** Sprinklers are not permitted. Governmental restrictions relative to watering shall be strictly adhered to.

**11.6** The Board must approve all changes to the exterior of the Mobile Home and any item or structure placed outside of the footprint of the Mobile Home. The footprint of the Mobile Home for this purpose is the Mobile Home manufactured and delivered to the site. The footprint does not include: lanai, porch, screen, vinyl or glass enclosed porch, curbing, trees, sidewalk, or other item that is not part of the Mobile Home delivered to the site. The Board cannot list all of the requested items that a Owner may wish to place outside of the footprint of the original Mobile Home, therefore, the Board must approve all changes listed or not. The approval provided by the Board is strictly to maintain a uniform appearance and the overall aesthetic design and beauty of the Mobile Home Park. The Owner and contractor must obtain all permits for the work to be performed from the applicable agencies. The request to the Board must be in writing and drawn to scale so the work can be clearly reviewed by the Building and Grounds Chairman. The Board will always strive to maintain a uniform appearance while considering the best interest of the Corporation and Mobile Home Park as a whole.

**11.7** All lots and lawns remain under the direct control of the Board or Groundskeeper, who reserve the right of access at all times for the purpose of inspection and maintenance of the grounds.

**11.8** Installation of dish type antennas must be placed so they do not interfere with the maintenance of the Mobile Home Park. Permitted antennas include:

**11.8.1** A “dish” antenna that is one meter (39.37”) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.



**11.8.2** An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

**11.8.3** An antenna that is designed to receive local television broadcast signals.

**11.9** Owners shall be responsible for the cost of repairs and maintenance of their water/sewer line under their Mobile Home, driveway, shed or outbuildings and for the electric service from the meter to and inside their Mobile Home.

**11.10** The need for any repairs, where reimbursement is expected by the Owner from the Corporation, must be approved in advance of such repairs by the Board. The Owner must contact the Groundskeeper so it may be determined if these repairs can be done by maintenance employees prior to hiring an outside contractor.

**11.11** Requirements when Owner is to be absent for more than thirty (30) days. The Owner is responsible for notifying the Corporation office of their absence, providing the necessary information for release of keys and arranging for any yard maintenance not covered by the Corporation's regular crew. The Owner shall be responsible for contacting the Corporation office for the necessary forms. The Owner's Mobile Home should be cleaned and clear of debris. All exterior items must be secured either in the Owner's shed or Mobile Home. All items that could become airborne in high winds must be put away. Window coverings must be secured during hurricane season. Water must be turned off at the outside handle.

**11.12** No advertising signs except "For Sale" signs may be placed on the Mobile Home or on the lot.

## **12. MOBILE HOME USE.**

**12.1** Mobile Homes shall be used for residential purposes only. Stockholders shall not commit acts, or engage in practices which would annoy, disturb, or become a nuisance to the health and safety, comfort, or welfare of the other Owners and Residents in the Mobile Home Park.

**12.2** Any person or persons who violate the terms of the Corporation Documents, including but not limited to these Rules and Regulations, or amendments thereto, commits any crime, or fails to pay any Maintenance Fees or other charges due the Mobile Home Park, shall be subject to eviction.

**12.3** All Maintenance Fees and other charges, or damages caused by the Stockholder, must be paid before Common Shares will be redeemed.

### **13. GARBAGE AND TRASH.**

**13.1** Garbage, bottles, cans, wastepaper and newspaper shall be disposed of in accordance with current County regulations. Trimmings from lawns or shrubs may be placed in the dumpster at the maintenance building. No other items are to be disposed of at the maintenance building. Owners and Residents are responsible to dispose of all items by calling the waste removal provider (i.e. stoves, washers, household furniture) prior to placing the item on the street.

**13.2** Owners and Residents shall place their garbage and trash out for pickup on the evening preceding the pickup date. Containers must be kept clean and covered with a tight lid. Owners and Residents shall place their garbage and trash containers on the roadway, not on the grass or carport, so as to prevent the garbage trucks from driving on the edge of the road and grass. Please leave five feet (5') between trash containers and recycle bins. Any spilled garbage or trash, no matter the cause, must be cleaned up by the Mobile Home Owners or Residents on the day of garbage collection.

**13.3** Grease, cigarettes, cloth, plastic, tissues, female sanitary products and diapers are not to be poured down or placed in drains or flushed in toilets. These types of items should be added to the trash for pick-up.

### **14. BOATS AND MARINA.**

**14.1** The marina, including boat docks and fish cleaning table, are for the convenience of Mobile Home Park Owners and Residents.

**14.2** Boat docks must be kept clean and well maintained and appear attractive at all times by individual user.

**14.3** Boats shall be kept securely tied to docks at all times when not in use. Out of water boats shall be stored in assigned spaces in the boat yard designated by the Building and Grounds Chairman.

**14.4** Residents are required to thoroughly clean the table after cleaning the fish. Water and hose with trigger nozzle are provided at the table for this purpose.

**14.5** No boats or fishing are allowed in the Surprise Lake.

**14.6** The Building and Grounds Chairman will control maintenance and assignments of docks.

**14.7** Docks will be on a first come first served basis annually.

## **15. CLOTHES WASHING AND DRYING.**

A folding umbrella type line may be placed in the rear of the Mobile Home lot. No other type of line is permitted. These clothes lines must be stored inside during long absences of the Owner. A tall marker must be placed in the ground to identify the pole for grass cutting purposes.

## **16. RECREATIONAL AND MOBILE HOME PARK SERVICES.**

**16.1** All swimming pool regulations are posted in the pool and must be strictly adhered to.

**16.1.1** The rules as posted are the current state regulations.

**16.1.2** The Pool Etiquette sign are rules for the safety and enjoyment of all of our swimmers.

**16.1.3** For the purpose of the section – Florida defines an adult as being 18 years of age.

**16.1.4** The pool deck is defined as the pool and a four foot (4') perimeter around the pool and no food or drink should be inside that perimeter. The only areas in our pool that are outside this are the tables at the south end of the pool cage.

**16.2** Haven Hall is for the benefit of all residents and it is their responsibility to help maintain the overall condition of the premises. When using this facility, it must be left in a clean and orderly fashion. All trash must be placed outside in the appropriate trash containers.

**16.2.1** NO SMOKING is allowed in any area of the Hall or Porch.

**16.2.2** The Hall bulletin boards will contain lists of activities and Board reports. These activities should be coordinated with the person the Board has placed as administrator of the Hall.

## **17. DISCHARGE OF FIREARMS.**

The discharge of firearms, including air rifles, pellet guns and fireworks is strictly forbidden.

## **18. WATERCRAFT STORAGE YARD**

**18.1** Watercraft storage is for Stockholder/Owners of the Mobile Home Park only.

**18.2** Only one (1) watercraft per Stockholder/Owner is permitted in the storage yard.

**18.3** Each stored watercraft must be clearly marked with the Stockholder/Owner lot number.

**18.4** Each stored watercraft must have a storage inventory sheet and picture and copy of registration provided by the Stockholder/Owner for the watercraft to be stored. The Buildings and Grounds Chairperson must have this information completed and signed by the Stockholder/Owner prior to the watercraft being placed in the storage yard. Notify Building & Grounds of sale of your property and if you will be replacing.

**18.5** Once the right to store a watercraft in the storage yard is obtained from the Building and Grounds Chairperson, that space will remain for the use of the Stockholder/Owner as long as the Stockholder/Owner desires to store the watercraft whether the watercraft is in storage or removed for use, providing that the watercraft continues to be registered and is operable and seaworthy. Owner is responsible for maintenance around and under their property.

**18.6** A Stockholder/Owner who sells the watercraft within the storage yard must remove it and release the storage space unless a similar item has been purchased. If sold to another Stockholder/Owner, they must be placed on the waiting list for storage space.

**18.7** All storage is at your own risk and the Stockholder/Owner shall not hold the Corporation responsible for theft or damage.

**18.8** The watercraft stored, as described on the storage inventory sheet, is the only item permitted in the storage yard. Approval must be obtained from the Corporation before substituting items.

## **19. RULES AND REGULATIONS ENFORCEMENT.**

**19.1** Each Owner and Resident has the right to remind other Owner, Residents, Occupants and Guests of the Rules and Regulations for the enjoyment of all.

**19.2** If a violation continues after the violator has been notified, the concerned resident should submit a signed note to the Board with the name of the violator and place it in the Office Mail Box. Concerned residents reporting the violation will be known only by the Board. Then the Board will contact the violator.

**19.3** Violations will be addressed as outlined in the Bylaws.