

River Haven, Inc.
10100 Burnt Store Road, No. 1
Punta Gorda, Florida 33950



Phone: 941-639-1990
Fax: 941-639-1105
riverhaveninc@comcast.net
www.riverhaveinc.com

RULES AND REGULATIONS OF RIVER HAVEN, INC.

Section 1 – General:

- (1a) The following Rules & Regulations, formulated by River Haven, Inc. (Park) are administered and enforced by your Board of Directors (Board). River Haven Park is operated and will continue to operate as a residential facility for persons fifty-five (55) years of age or older in compliance with Title VIII of the Fair Housing Act (1968). They are intended for the comfort, welfare, and safety of the residents and visitors and to maintain the beauty of River Haven Park for maximum pleasure and living conditions.
- (1b) These Rules & Regulations may be amended from time to time to achieve these purposes. Your comments are always welcome concerning Rules and Amendments. It is requested that your comments be submitted to the Board for consideration, in writing, and be signed by the Homeowner. Amended copies of the Rules & Regulations, with revisions shall be distributed to each resident.

Section 2 – Management:

- (2a) The Development Committee is to recommend to the Board new shareholders for approval or disapproval. The Board reserves the right to approve new residents of the Park as a 55 and older Adult Park. Current owners should remember this should they desire to offer their homes for sale.
- (2b) Violation of any Rule or Regulation should be brought to the attention of the violator by the Board. The violator should first be notified verbally. If the violator does not respond to the verbal warning, the second notice will be in writing. If there is no response to the written notice, the Board shall hold a “show cause” hearing to determine the next course of action.

Section 3 – Residence:

- (3a) Each unit in the Park is restricted to two (2) adults, one of whom shall be 55 years of age or older.
- (3b) The Board reserves the right to verify the ages of all prospective shareholders in the 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.

- (3c) No resident may own more than one (1) home in the Park unless one of them is legitimately for sale at a *saleable* price and with written Board approval.
- (3d) Under no circumstances may additional persons-family member or others "move in" with the Homeowner 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:
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.
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.

Section 4 – Guests:

- (4a) Residents shall be held responsible for the conduct of their guests regarding Park Rules and Regulations. It is the responsibility of the Homeowners to apprise their guests of the Rules. Guest 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.
- (4b) Guest may occupy a shareholder/owner's home in the absence of the shareholder/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.
- (4c) If a guest stays beyond thirty (30) days, then Section 3 Residents (3d) applies.

Section 5 – Renters:

- (5a) Renting is discouraged and can be done only when owner cannot sell residence at a saleable price or in emergency situations. No home shall be rented without the written permission of the Board. All renting must be in writing with the lease form submitted to the Board. The Homeowner is responsible for collecting and remitting any state or local taxes required by the Florida Department of Revenue. Renting is permitted for no longer than the period of time that the owner has occupied the unit during the prior year.
- (5b) Each renter shall receive a copy of the Rules and Regulations and sign a form that they will abide by them. Renters shall inform guests of the Rules and Regulations.
- (5c) After thirty (30) guest days a donation of \$5 weekly (flat fee) is expected. A guest day is one person overnight in the Park.

Section 6 - Maintenance Fee:

- (6a) Maintenance fee is due on the 1st day of the month and late fees will be charged after the

10th. One dollar (\$1.00) per day late fee shall be charged for delinquent maintenance fees and shall be duly enforced.

- (6b) All maintenance fees shall be paid thru BB & T Bank.
- (6c) After ninety (90) days of delinquency, the Board may take appropriate action toward foreclosure.

Section 7 – Pets - Dogs, Cats, Fish and Birds:

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.

- (7a) All pets must be must be kept inside the owner’s screened in area, lanai, shed or home. If pets are outside-on Park property the owner must control them.
- (7b) All pets allowed on Park property must be on a leash, 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.
- (7c) Under direct supervision, pet is allowed to exercise off leash at the far end of the Lighthouse point.
- (7d) One pet is allowed per home.
- (7e) Dogs not permitted in the Park are Dobermans, Pit Bulls, Rottweiler’s 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.
- (7f) 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 shareholder file.
- (7g) The owner will compensate any person who is hurt or bitten by any pet and will hold River Haven, Inc. harmless from any claim resulting from any action of the pet, whatsoever.
- (7h) Visitors’ pet must abide by the rules in this section.
- (7i) The owner of any pet currently in the 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.

Section 8 – Automobiles:

- (8a)** The streets in the Park are privately owned and regulated by the Park. The speed limit is fifteen (15) miles per hour. Stop signs are located at certain intersections. Cars 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. You must obtain your 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.
- (8b)** Only two (2) vehicles per unit are allowed.
- (8c)** Car washing must be done in accordance with current water restrictions.
- (8d)** No major automobile repair work will be allowed in the Park.
- (8e)** Parking in front of the Park office or mail area must be in designated spaces.
- (8f)** Residents and visitors with R.V. 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 R.V. type vehicle while occupying any allotted space in the Park, or while parking in carport.
- (8g)** No unlicensed or inoperative vehicles are permitted in the park or on Homeowners' lot. Unlicensed or inoperative vehicles are subject to being towed at the Owner's expense.

Section 9 – Homes:

- (9a)** 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. Homes shall not be allowed to deteriorate and distract from the beauty of the Park. If the Board deems a shareholder/owner's property is not being maintained in the manner as described, the Board will have the necessary work done and the shareholder/owner will be billed as needed. Shareholders shall comply with applicable laws, necessary permits, ordinances and regulations of Government authorities.
- (9b)** Mobile home washing by power washer or with a trigger nozzle on your hose must be done in accordance with the current SWFTMUD (South West Florida Water Management District) directives.
- (9c)** Any one leaving a home unoccupied for one (1) week or longer must shut off the water supply to the home.
- (9d)** You must have a trigger nozzle (self-canceling) on your hose. Any hose left running or unattended is prohibited.
- (9e)** No home over five years old can be brought into the Park and must be rated and approved

for wind Zone 3.

- (9f) Any new or replacement home must conform to all Bylaws, Rules and Regulations, and State and Local Codes. It is the owner’s responsibility to obtain Board approval and applicable permits. The resident must submit a drawing to scale showing the proposed home and all additions as indicated in (10d) to the Board prior to any startup.
- (9g) All homes (new and existing) must have an approved carport which must appear to be an integral part of the building provided that the lot size permits such structure, this may be waived with Board approval.
- (9h) The Park has water lines, sewer lines, 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 park services, the resident will be responsible replacing the damaged area.

Section 10 - Home Lots:

Homeowners in River Haven do not own the lot or have the right to sell the lot their home sits on. They are members of the River Haven Community and are shareholders of River Haven, Inc., a for-profit Corporation in the State of Florida. If a natural or man-made disaster destroys the Homeowner’s home, the Homeowner is required to abide by the Rules and Regulations, specifically (3a) and replace their home within (12) months, unless upon written request, the Board grants an exception due to special circumstances. If the resident chooses not to replace with a new home, then the Homeowner is responsible for the following:

1. The Homeowner is required to remove the destroyed home, debris and all trash within sixty (60) days at their expense.
2. The Homeowner is required to rake clean the lot of all debris and trash within sixty (60) days of the disaster at their expense.
3. The Homeowner is required to have repaired to present codes any damage that occurred to the infrastructure of the park. To clarify further, the following must be repaired at the Homeowners expense:
 - a. Water & sewer connections, above & below ground within the boundaries of the previously occupied lot.
 - b. Electrical connections above and below ground from the electrical meter to the home, above and below ground.
 - c. Concrete driveway, patio and other concrete damaged due to a natural or man-made disaster within the boundaries of the previously occupied lot.
4. The Homeowner is required to pay without delay the monthly maintenance fee.

If the Homeowner decides not to meet and/or perform the above obligations, then River Haven, Inc. will hold all monies the Homeowner has in stock and direct the corporation attorney to file suit against the Homeowner to collect all costs involved in item 1, 2 and 3, all filing fees and attorney costs.

- 10a)** The shareholder is responsible for the overall appearance of their 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 shareholder. The Park will be responsible for trimming around the houses, up to six inches from 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 Park. However, any produce from these plantings, such as fruit, flowers, etc., belongs to the resident in the home located on the grounds where planted and is their responsibility to dispose of the fallen fruit and flowers accordingly.

- (10b)** 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. Should the shareholder wish to mow their own lot, they must refrain from mowing on Sundays and Holidays, or prior to 8:00 AM-
- (10c)** Sprinklers are not permitted. Governmental restrictions relative to watering shall be strictly adhered to.
- (10d)** The Board must approve all changes to the exterior of the home and any item or structure placed outside of the footprint of the home. The footprint of the 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 possibly list all of the requested items that a Homeowner 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 Park. The Homeowner 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 Park as a whole.
- (10e)** All lots and lawns remain under the direct control of the Board or Groundskeeper, who reserves the right of access at all times for the purpose of inspection and maintenance of the grounds.
- (10f)** Installation of dish type antennas must be placed so they do not interfere with the maintenance of the Park. Placement must be approved by the Groundskeeper.
- (10g)** The Homeowner shall be responsible for the cost of repairs and maintenance of their water/sewer line under their house, driveway, shed or outbuildings and for the electric service from the meter to and inside their home.
- (10h)** The need for any repairs, where reimbursement is expected by the resident from the Corporation, must be approved in advance of such repairs by the Board. The resident must contact the Groundskeeper so it may be determined if these repairs can be done by

maintenance employees prior to hiring an outside contractor.

- (10i) Requirements when Homeowner is to be absent for more than thirty (30) days. The Homeowner is responsible for notifying the Office of their absence, providing the necessary information for release of keys and arranging for any yard maintenance not covered by our regular crew. Contact the office for the necessary forms. Your house should be cleaned and clear of debris. All exterior items must be secured either in your shed or 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.
- (10j) No advertising signs except “For Sale” signs on the Mobile Home or on the lot.

Section 11 - Home Use:

- (11a) Shareholder’s home shall be used for residential purposes only. Shareholders shall not commit acts, or engage in practices which would annoy, disturb, or become a nuisance to the health and safety, comfort, and welfare of the other residents in the Park.
- (11b) Any person or persons who violate the terms of these Rules & Regulations, or amendments thereto, commits any crime, or fails to pay any fees or assessments due the Park, shall be subject to eviction.
- (11c) All fees or assessment charges, or damages caused by the shareholder, must be paid before a home can be sold.

Section 12 - Garbage and Trash:

- (12a) Garbage, bottles, cans, wastepaper and newspaper shall be disposed of in accordance with current county regulations. Trimmings from lawns or shrubs may be placed on the edge of the roadway in bags or containers for pickup by Park employees, or and placed in the dumpster at the maintenance building. No other items are to be disposed of at the maintenance building. The residents are responsible regarding the disposition of all items by calling the Waste Management removal provider (i.e. stoves, washers, household furniture) prior to placing item on the street.
- (12b) Shareholders 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. Place your garbage and trash containers on the roadway, not on the grass or carport, (this is to prevent the garbage trucks from driving on the edge of the road and grass.) Please leave (5) feet between trash container and recycle bins. Any spilled garbage or trash due to animals or for whatever reason must be cleaned up by the home occupant(s) on the day of garbage collection.
- (12c) Grease, cigarettes, cloth, plastic, kleenex, sanitary napkins are detrimental to the sewer system and should be added to the trash for pick-up.

Section 13 - Boats and Marina:

- (13a) The marina, including boat docks and fish cleaning table, are for the convenience of Park residents.
- (13b) Boat docks must be kept clean and well maintained and appear attractive at all times by individual user
- (13c) 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 Groundskeeper.
- (13d) 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.
- (13e) No boats or fishing are allowed in the Surprise Lake.
- (13f) Groundskeeper will control maintenance and assignments of docks.
- (13g) Docks will be on a first come first served basis annually.

Section 14 - Clothes Washing and Drying

- (14a) A folding umbrella type line may be placed in the rear of the home lot. No other type of line is permitted. These clothes lines must be stored inside during long absences of the Homeowner. A tall marker must be placed in the ground to identify the pole for grass cutting purposes.

Section 15 - Recreational and Park Services:

- (15a) All shareholders and guests shall familiarize themselves with all streets, walkways, recreational, and service facilities to insure against any accident to themselves. Shareholders accept said facilities as they exist and use them at their own risk. Recreational and service facilities must be used in accordance with any regulations relating thereto.
- (15b) All swimming Pool regulations are posted in the pool and must be strictly adhered to. The rules as posted are the current state regulations. The Pool Etiquette sign are rules for the safety and enjoyment of all of our swimmers.

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

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

- (15c) 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.

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

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.

Section 16 - Practices Allowed:

(16a) Homeowners and their guests may have and operate Motorcycles, Motorbikes, Motor Scooters and Segways.

Note: Motorcycles, Motorbikes and Motor Scooters, and Golf Carts must have proper mufflers

(16b) Electric and Gas Golf Carts

Practices NOT allowed

(16c) Discharge of Firearms, including air rifles, pellet guns and fireworks is strictly forbidden.

Section 17 - Park Services:

(17a) Please register all complaints, requests for service or repairs, in writing with signature affixed, at the Park office or in the Park mailbox, addressed to the Board.

Section 18 - Storage Yard Area:

(18a) The storage yard is for Shareholder Owners of River Haven Park only.

(18b) Only one (1) item per Shareholder Owner is permitted in the storage yard.

(18c) Each stored item must be able to be moved by the maintenance personnel if required. Tires must have air, trailer tongue to remain unlocked, item must be stored on its wheels unless stored for longer than four months. Items stored four months or longer will be assigned a spot at the back of the storage yard.

(18d) Each stored item must be clearly marked with the Shareholder Owner lot number.

(18e) Each stored item must have a storage inventory sheet and picture and copy of registration provided by owner for the item to be stored. The Buildings and Grounds Chairperson must have this information completed and signed by the Shareholder Owner prior to item being placed in the storage yard.

(18f) Once the right to store any item in the storage yard is obtained from the Building and Grounds Chairperson, that space will remain for the use of the Shareholder Owner as long as the Shareholder Owner desires to store the item whether the item is in storage or removed for use.

(18g) A Shareholder Owner who sells an item within the storage yard must remove the item and release the storage space unless a similar item has been purchased. The new Shareholder Owner must be placed on the waiting list for storage space.

- (18h) I understand that I store at my own risk and will not hold River Haven, Inc. responsible for theft or damage.
- (18i) The item stored by you which is described on the storage inventory sheet is the only item permitted in the storage yard. You must obtain approval before substituting items.

Section 19 - Rules and Regulations Enforcement:

- (19a) Each resident has the right to remind other residents/guests of the Rules and Regulations for the enjoyment of all.
- (19b) 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, directed to "Rules & Regulations". Concerned residents reporting the violation will be known only by the Board. Then the Board will contact the violator.
- (19c) Any violation of the Rules and Regulations are subject to fines as determined by the Board. Any person or persons who violate the terms of these Rules and Regulations, or amendments thereto, commits any crime, or fails to pay any fees or assessments due the Park, shall be subject to eviction.
- (19d) In event of conflict, vagueness, or ambiguity, the terms of Federal and State Laws and the Bylaws of the Corporation shall control these Rules and Regulations.

Modified February, 2014

R & R Paragraphs 4c and 7f