

Rio Villa Lakes Homeowners' Association, Inc.

Revision Effective January 1, 2022

Bold Italic areas represent revisions

Rio Villa Lakes ("RVL" or "Community") is an "Over 55" Community. Rio Villa Lakes Homeowners' Association, Inc. (the Association") wishes to maintain well-managed common properties and to efficiently discharge its duties under the Declaration of Covenants, Conditions, and Restrictions for the Community. It is believed that these rules will aid this purpose. Your Board of Directors will welcome the assistance of all "Owners" of "Residences" in RVL in the enforcement of these regulations. These Rules and Regulations were adopted on, December 29, 2021, at a duly called meeting of the Board of Directors of the Rio Villa Lakes Homeowners' Association, Inc.

Rules and Regulations

Certain of the below terms or words are defined in the Declaration of the Covenants, and such definitions are intended to apply to these Rules and Regulations.

ENFORCEMENT OF REGULATIONS. These rules and regulations will be enforced as follows:

- A. Violations should be reported IN WRITING via fax, email, or personal delivery to the Manager of the Community, ***Precedent Hospitality and Property Management, 365 5th Avenue South, Suite 201, Naples, FL 34102; telephone 239-344-8733, fax 727-573-8549, e-mail info@precedentmgt.com***. No anonymous reports or oral communications will be accepted.
- B. Violations will be called to the attention of the violating Owner by an Officer of the ***Management Company***, or his/her designee, who will also notify the Board of Directors or person (s) designated to enforce these rules and regulations.
- C. Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
- D. Owners are responsible for compliance by their guests and lessees with these rules and regulations and any and all Rules and Regulations that may, from time to time, be adopted by the Board of Directors. Failure of an Owner or Occupant to comply with the Rules and Regulations shall subject same to legal remedies including, but not limited to, fines, suits for money damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Association property and improvements thereon in the event of failure to so comply.

"OVER 55" COMMUNITY. The subdivision is restricted to older person's occupancy only. At least 80% of the units must be permanently occupied by at least one person fifty-five (55) years of age or older. No children shall be allowed to permanently occupy and Residence in the Community. Persons under the age of eighteen (18) years shall be construed to be children. Occupancy of the Residence for more than thirty (30) days in any twelve (12) month period shall be construed to be permanent. Any exception of this age restriction must be approved in writing by the Board of Directors with consideration of the "Fair Housing Amendments Act of 1988" and the "Housing of Older Persons Act of 1995". All Residence Owners shall cooperate with the Association in complying with rules and regulations adopted from time to time by HUD and the State of Florida relative to the annual verification of occupancy, including, but not limited to surveys, maintaining copies of government issued identification, etc. Failure to cooperate or Provide the requested information in a timely manner will be considered a violation under the requirements of the Restrictive Covenants.

1. **RECREATIONAL FACILITIES.** The Recreational Facilities (pool, clubhouse, tennis courts etc.) and other portions of the common properties are for the exclusive use of Association members and their immediate families, tenants, resident house guests, and guests. Rules and regulations governing the use of amenities contemplated for the Recreational Areas (including all facilities thereon or appurtenant thereto) are posted upon or immediately adjacent to such facilities. Such rules and regulations are subject to change from time to time in the sole discretion of the Board. To insure the safety, comfort, and enjoyment of such facilities, adherence with such rules and regulations is MANDATORY for members and, to the extent they are permitted to use the Recreational Facilities, their guests. Failure to abide by these Rules and Regulations will result in a loss of privileges for the use thereof.
2. **LEASES.** Leases of Residences shall be for a minimum of 30 days and shall be restricted to single-family residential use. ***Each lease shall be submitted in writing to the Management company along with a completed application and fee of \$75.00. No Lot or Home shall be leased or rented more than four (4) times in any calendar year. Such Lease/Application shall include the name of the Lessee, required picture identification of the Lessee and all occupants, address of the Lessee, and other contact information for the Lessee and the Owner, together with such other information the Association from time to time may reasonably request.*** The Lessee under every such Lease shall be bound by and subject to all the obligations of these Rules and Regulations of the Owner making such Lease. The failure of the Lessee to comply with these Rules and Regulations shall constitute default under the Lease which shall be enforceable by the Association, and the Lease shall be deemed to expressly so provide. Each Lease shall contain the following provision:

"The Lessee hereunder acknowledges that this Lease is subject to the Declaration of Covenants, Conditions and Restrictions of Rio Villa Lakes and the Rules and Regulations provided thereunder which Lessee has read and agrees to be bound thereby."

If the foregoing provision is not contained in any Lease, it shall be deemed incorporated therein by reference. In the event a Lessee or a Lessee's invitee, guest or licensee occupies a Residence without a written Lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject to.

3. RESALE ASSESSMENTS. In addition to annual or special assessments, a Resale Assessment in the amount of \$500.00 shall be collected prior to close for all re-sales within the community. These funds shall be placed in the general operating account to help defray the costs associated with the transaction. Prior to the Association issuing an estoppels letter, this fee must be paid, all assessments must be current or prorated and assigned to the Association within the closing documents, and all required identifications of the Occupants must be provided. ***The new buyer must also complete the HOA application and include a \$75 administration process as outlined in the application.***
4. MOTOR VEHICLES AND REPAIRS. Only automobile, vans and light trucks in operable condition and used as personal transportation and not for regular commercial purposes may be parked in the Community. Except while being loaded or unloaded for a period not to exceed 48 hours and does not impede or interfere with traffic, recreational vehicles, boats, trailers, large trucks, mobile homes, or motor homes are prohibited. No motor vehicles without current license plates shall be stored or parked anywhere in the Community. There shall be no repair, assembling, or disassembling of motor vehicles, except inside the Owner's garage. Service vehicles during the time they are actual servicing the Residence are permitted. Overnight parking at the clubhouse may be permitted by board approval only.
5. COMMERCIAL AND BUSINESS ACTIVITIES. No business, commercial enterprise or business activity of any kind shall be carried on or conducted on or from any Residence, except for as granted by the Association. Notwithstanding the foregoing, the Association and its agents shall have the right to conduct sales and promotional activities as long as there is real property owned by the Developer yet to be sold within the Community.
6. FIREARMS. The discharge of firearms within the Property is PROHIBITED. The term "firearms" includes "BB" guns, pellet guns and other firearms of all types, regardless of size.

7. PENNANTS AND FLAGS. Nothing shall be hung, displayed or placed on the Residence, Lot or *a Vehicle* without the prior written consent of the Board; provided however that any Owner may display one portable, removable United States flag in a respectful way, one other of the following portable removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Coast Guard or POW/MIA. All approve flags must be mounted or hung on an approved pole located in a flowerbed or on an approved wall mount. All United States flags if left out overnight must be lit.
8. NOISE. The Declaration of the Covenants imposes upon the Board of Directors the duty of ensuring that nuisances, by reason of noise of otherwise, do not take place within the Community.
- A. In order to insure your own comfort and that of your neighbors, radio hi-fi or stereo systems and television set should be turned down to a minimum volume between the hours of 10:30 pm and 8:00 am. All other noises such as bidding good night to departing guests and the slamming of car doors and the like between these hours should be kept to a minimum. Your neighbors will appreciate it.
- B. Carpentry, carpet laying, picture hanging or any trade (or do-it-yourself work involving hammer work etc.) must be done between the hours of 7:00 am and 6:00 pm.
9. LANDSCAPING AND ELEVATION. Following the completion of any building, parking area or other improvement on any Residence, the areas not covered by structures or driveways must be covered by sod or decorative stone and the building, parking area and other improvement shall be fully landscaped. No shrubbery, trees or plants on any Residence in the Community shall be installed without prior written consent by the Association. Each Owner shall submit a landscaping plan to the **Architectural Review Committee**. Owners may, however, replace dead shrubbery or add additional shrubbery within existing landscaped areas, without prior approval, if compatible with landscaping previously utilized by the Owner. **Lawn replacement shall be comprised of St. Augustine grass. Landscape and lawns must be watered regularly and year-round.** No artificial shrubbery, trees or other artificial vegetation or landscaping shall be permitted. All landscaping must meet or exceed Charlotte County minimum standards and shall be approved by the Association. **All new and existing landscaping must have a functional and automated sprinkler system.** When landscaping, no changes in the elevation or drainage characteristics of the land shall be made without prior written approval of the Association nor shall any fill be used to extend the Residence beyond the property line or encroach upon the storm water management easements.

10. LANDSCAPE LOT MAINTENANCE. Owners of each lot are responsible for the pruning of all palm trees, not included in the Community landscape maintenance contract (higher than 15 feet). The current landscape contract identifies only Foxtail Palms as self-pruning, this will be the accepted criteria for not pruning palm trees. Palm pods, seed bundles, and large fronds are a hazard to the Community, can weigh in excess of 60 pounds, and are destructive projectiles flying through the air during a hurricane, tropical storm, or tornado; they are also an appearance negative due to negligence. This is supported under Section 8.5 Nuisance and Section 8.18 D. Prohibitions in Declarations. Seasonal Residents will be required to complete the Hurricane Preparations for Seasonal Residents form prior to leaving the Community. The pruning of palm trees is most critical from June to November, the Florida hurricane season. Due to the urgency and safety of the Community, Owners will receive a 30 day written notice of a pruning violation, with pictures of the palms that must be pruned. If the violation has not been corrected within the 30 day time period, a private contractor will prune the palms. The Owner will be billed the cost, plus an HOA service charge. Section 7.6. Remedies of the Association of the Declarations supports this action. The Property Management company will supervise and enforce the palm tree pruning requirement.

11. CLOTHESLINES. Hanging or dusting garments, rugs or any other materials from the windows, balconies or from the exterior of any Residence including from trees and shrubs is prohibited. Clotheslines are permitted.

12. WINDOW AND WALL AIR CONDITIONING UNITS. No **visible exterior** window or wall air conditioning units shall be permitted to be placed in a Residence. No Residence shall have aluminum foil placed on any window or glass door, nor shall any reflective substance be placed on glass, except as may be approved by the Association for energy conservation purposes. **Newer mini-split air conditioning units may be considered with ARC approval.**

13. VIEW PROTECTION. The Association reserves the right to reasonably restrict the placement of landscaping, walls or other impediments to the enjoyment of views from and of adjoining lots. No lines, wires, pipes or utility service of any type shall be constructed, placed or be permitted to be maintained upon any Lot unless the same shall be in appropriate conduit underground.

14. OBSTRUCTION. Sidewalks, entrances, corridors and passageways upon the Association Property must be kept open and shall not be obstructed in any manner.

15. CHILDREN. Children are the sole responsibility of their parents or legal guardians.

16. DESTRUCTION OF PROPERTY. Neither Members, their dependents, nor guests shall mark, mar, damage, destroy, deface or engrave any Association property. Association members shall be financially responsible for any such damage.

17. CLEANLINESS. The Association Properties shall be kept clean and free from all litter and trash. Members shall not allow anything to be thrown from windows, doors, fences or trellises upon the Association Properties.
18. RESPONSIBILITY FOR DELIVERIES. Members shall be liable for all damages to the Association Properties caused by receiving deliveries or moving or removing furniture or other articles to or from their Residence. Damages should be reported to management as soon as possible.
19. TRASH. All refuse, waste, boxes, crates, papers, and garbage shall be securely placed in trash containers for their removal. Trash and re-cycle containers may be stored outside of a garage but may not be visible from the street, they should be screened by decorative fencing or landscape. Trash and re-cycle collection is on Friday mornings. Collection day and time may vary according to the City schedule.
20. ROOF. Association members and their guests are not permitted on the roofs of buildings for any purpose other than for their proper repair.
21. SOLICITATION. There shall be no solicitation by any person for any cause, charity or any purpose whatever unless specifically authorized by the Board of Directors.
22. SIGNS. No signs of any kind may be installed on any Residence or any portion of Association Property. Display of any signs of any kind except a "For Sale" sign not exceeding eighteen inches by twenty-four inches (18" x 24") in size within a flowerbed in the front of the residence, unless otherwise approved by the Association. "For Lease" or "For Rent" signs are not allowed. Nothing herein contained shall prevent the Developer from causing sales, marketing, and directional and identification signs to be erected. ***Political signs, flags, and banners are not permitted within the Association, and the Rio Villa Lakes Community as a whole. Political signs can be divisive and distract from the aesthetic and economic value of our Community.***
23. ODORS. No noxious or unusual odors shall be generated in such quantities that they permeate to other Residence or the Association Property and become an annoyance or become obnoxious to another Owner. Normal cooking odors, normally and reasonably generated from kitchens, or patios shall not be deemed a violation of this Regulation.
24. NUISANCE. Nothing shall be done, and no condition shall be allowed to continue which may be or may become a nuisance. All Residences shall be kept free of accumulation of brush, trash or other material which may constitute a fire hazard or breeding place for rodents, snakes, and the like. If any Owner fails to comply with this provision, after fifteen (15) days' notice to the Owner or occupant, the Association, its successors, and assigns, may enter upon the land for the purpose of clearing away any such accumulation or excess growth of ground cover and assess the cost thereof against the Owner of the Residence.

25. QUIET ENJOYMENT FREE OF NUISANCES. In addition to all other Covenants and Restrictions set forth herein, no noxious or offensive activity shall be carried on or upon any Residence, nor shall anything be done thereon which may become an annoyance or nuisance to the Community, nor shall any disturbance be permitted which will interfere with the rights, comforts or convenience of other Owners and their respective guests, invitees, or Lessees. Owners shall be prohibited from doing anything or conducting any activity that would detract or in any way deter from the beauty of natural aesthetics of the Community.

26. PETS. No animals, birds, or reptiles, other than commonly acceptable domestic pets may be kept on any Residence in the Community. No animals, livestock or poultry of any kind shall be raised, bred, or kept on or in any Residence. Up to two (2) domestic animals such as dogs, cats and house birds may be kept provided that: 1) they are not kept, bred, or maintained for any commercial purpose. ***Owners of aggressive dogs that have injured another person and/or animal will be given a written warning for a first offense, a second offense will require the Owner to permanently remove the animal from the Rio Villa Lakes Community.*** Pets shall be on a leash or restrained at all times when outside the Lot. Dogs shall not be walked on grass other than on its Owners Residence (s) and in common areas, if any, designated by the Association. All pets are prohibited in the easements except areas designated as pet walk areas. Pet owners must clear and remove any fecal deposits made by their pets from any and all areas in the Community. No pets shall be allowed in the clubhouse, pool area, tennis court or other common areas excluding registered service animals.

27. HURRICANE PREPARATIONS (includes revised changes to Rules and Regulations from the RVL Board of Directors April 1, 2018). Each Member who plans to be absent from his/her Residence during the hurricane season must prepare his/her Residence prior to departure by:

- A. Remove all furniture, ***potted*** plants, and other personal items from his/her ***exterior home areas***, windowsills, ***and*** patio area.
- B. Designate a responsible firm or individual to care for his/her Residence during his/her absence in the event that the Residence should suffer hurricane damage. ***A Hurricane Preparations for Seasonal Residents form must be completed prior to leaving the Community. These forms may be found in the clubhouse or RVL website and given to a Board Member.***
- C. All homes within the development shall utilize impact-resistant glass or hurricane shutters on all exterior windows. Hurricane shutters shall only be installed after a hurricane, tropical storm, or tornado warning has been issued by the US Weather Service and must be removed within ***twenty-one (21) days*** after such hurricane, tropical storm or tornado warning has ended. There shall be no restrictions if clear shutters are used.

D. **Metal hurricane shutters on lanai sliding doors may remain attached in the absence of a seasonal owner but must be removed by December 1.**

28. **RIP RAP ROCK INSTALLATION.** Rip Rap Rock installation is recommended for those Owners whose Homes are on the Lake to protect and help prevent property erosion. A permit is not required, only natural color is allowed, and must match what is already in place along the shoreline. ARC approval is required prior to beginning the project.

29. **FRUIT TREES.** Homeowners are responsible for the year-round cleanup of fruit trees on their property. Ground droppings of fruit trees, such as mangos, lemons, avocados, limes, and the like attract rats and other troublesome rodents. **Section 8.5 Nuisance and Section 10.1 Parties Who May Seek Enforcement of the Declarations may be Enforced.**

30. **CLUBHOUSE.** Owners are responsible to lock up the clubhouse after use and ***leave the clubhouse in the good condition in which you found it.***

31. **RELIEF.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Owners under the particular circumstances involved from the provisions of specific restrictions contained in the Rules and Regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.

By: <u>Bill Summerfield</u>	<u>Bill Summerfield</u>	<u>December 29, 2021</u>
President	Print	Date
Attest: <u>G</u>	<u>Cherie George</u>	<u>December 29, 2021</u>
Vice President/Treasurer	Print	Date
Attest: <u>Nick Canza</u>	<u>NICK CANZA</u>	<u>December 29, 2021</u>
ARC Chair	Print	Date
By: <u>R.C.A. Wright</u>	<u>Robert A Wright</u>	<u>December 29, 2021</u>
Secretary	Print	Date