

## RIVERLAND COMMUNITY ASSOCIATION, INC. RULES AND REGULATIONS

These Rules and Regulations are designed for the mutual benefit of all Members, Owners, and Permitted Users (each, a "User" and collectively, the "Users"), all as defined in the Declaration of Community Covenants for Riverland, as amended and/or supplemented from time to time (the "Declaration"). "Permitted User", as defined in the Declaration, shall mean any family member, tenant, guest, invitee, employee or other natural person is occupying any portion of the Community and/or making use of its Common Areas under the permission or authority, or by virtue of a relationship with, an Owner. All Rules and Regulations shall apply to and be binding upon all Users. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Property Units owned by Landowners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration.

1. **Responsibility.** With respect to compliance with the Rules and Regulations, a User shall be held responsible for the actions of such User, and such User's family members, guests, invitees, tenants, contractors and other persons for whom User is responsible, as well as for the actions of persons over whom User exercises control and supervision. As used in these Rules and Regulations, the term User shall also include all such parties.
2. **Observance of Governmental Requirements.** All applicable federal, state, county or city applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Common Areas shall be corrected by, and at the sole expense of, the responsible User and, as appropriate, the violator.
3. **Improper Use.** No improper, hazardous or unlawful use shall be made of the Common Areas.
4. **Nuisance.** No obnoxious or offensive activity as determined by the Board shall be carried on at any Common Areas or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other User or which interferes with the peaceful or proper use of the Common Areas of the Community. Nothing shall be done within the Common Areas which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any User.
5. **Decorum.** All Users shall behave in a professional and courteous manner when on Common Areas, at all Community Association meetings and events, and when interacting with any Board member, members of the property management and lifestyle teams, residents and vendors of the Community Association. All communications, whether written or verbal, directed to the Community Association, members of the Board, committee members, residents, members of the property management and lifestyle teams, and vendors of the Community Association shall be professional, courteous, non-threatening, and respectful. No vulgarity, threatening demeanor, intimidation, or cursing will be tolerated.
6. **Homes.** Each User shall keep and maintain such User's Home, Lot and other property in good order, condition and repair, in accordance with the Community Standard including, without limitation, the Common Interest Improvements on such Lot.
7. **Disturbance.** No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Common Areas or inside any Improvements thereon, or exposed to other Users without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles or golf carts, power equipment, power tools, or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Users shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
8. **Violations.** Violations of any Rule or Regulation shall subject the responsible User and/or violator to any and all remedies available to the Community Association pursuant to the Community Governing Documents (as defined in the Declaration) including all Rules and Regulations promulgated by the Community Association and the HOA Act. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Users and, as appropriate, the violators by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board, and if applicable the Sanction Review Committee, in accordance with the Declaration and the HOA Act.
9. **Enforcement.** Failure of a User to comply with any Rule or Regulation adopted by the Community Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Community Association may suspend any or all of the rights of a User or such User's family members, guests, invitees, tenants, contractors and other persons for whom User is responsible to use the Common Areas and facilities as provided in the Declaration. In any actions, the Community Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorneys' fees, against the responsible Users and, as appropriate, any violators. In addition, and in the sole discretion of the Board, fines may be imposed upon a User for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the HOA Act.
10. **Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

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11. **No Amendment.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
12. **Further Amendment.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

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As provided in the Declaration, no User shall make any Common Interest Improvements without the prior written approval of the Architectural Control Committee (the "Committee") and payment of a security deposit in an amount determined by the Board to cover potential incidental damages caused to Common Areas or other property by virtue of such User's construction of the Common Interest Improvements. All requests for Committee approval of any Common Interest Improvements must be on the form designated for this purpose by and available from the Community Association. No changes shall be commenced until such time as the User is in receipt of written approval from the Committee.

**ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE"):**

All Common Interest Improvements on or within a Neighborhood (including those portions of Lots and Homes) shall be reviewed by and have written approval given by the Committee, prior to the installation or construction thereof. Common Interest Improvements is defined in the Declaration as any Improvements which may be openly viewed at street level from, or which may materially and adversely affect, any public street and/or any property abutting, adjacent to or reasonably nearby a Neighborhood's exterior boundaries (including any upper floors of nearby Homes or other Improvements having a reasonably close view of a Neighborhood). The Committee shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Common Interest Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Common Interest Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Common Areas or other property by virtue of a User's construction of the Common Interest Improvements. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the proposed Common Interest Improvements shall be developed in a harmonious manner with the surrounding structures in the Community and consistent with the Community Standard, and not detrimental to the appearance of the Community. The Community Standard is defined in the Declaration as neat, clean and good working order and in accordance with the general standard of aesthetics, design, maintenance, management, operation and use generally prevailing throughout the Community as established (and as may evolve over time as development of the Community progresses) by Declarant, the Board and/or the Architectural Control Committee. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. If the Committee fails to respond to a request for approval within such forty-five (45) day period and such failure continues for a period of thirty (30) days after written notice of such failure is given to the Committee by the Submitting Party, then the proposed plans and specifications submitted by Submitting Party shall be deemed to have been approved, but only in accordance with the plans and other materials so submitted. The Committee shall employ the following minimum criteria for approval or rejection of requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.

In addition, if the proposed Improvement is of a nature that is required to be approved by the Architectural Control Committee of the Neighborhood Association pursuant to the Neighborhood Association Declaration, then User shall likewise be obligated to also obtain approval from such Neighborhood Architectural Control Committee. The Committee shall have the right to condition approval of a proposed Improvement on Owner's receipt of prior approval from the Architectural Control Committee of the Neighborhood Association.

The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate, including, without limitation, Owner's compliance with any and all Governmental Requirements. The Association may also require the submission of additional information prior to approving or disapproving Improvements.

If approved by the Committee, all construction shall be subject to the terms and conditions set forth in the Committee's approval, the Governing Documents, the Neighborhood Governing Documents, the Neighborhood's Architectural Control Committee and all applicable Governmental Requirements including, without limitation, obtaining all proper permits. However, in the event of any conflict between an approval given by the Neighborhood Architectural Control Committee and the Community Committee, the Community Committee approval shall govern and prevail. Community Committee approval shall not be deemed to be an exemption from compliance with all Laws.

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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS**

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Common Interest Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every of the following items:

1. **Painting.** The painting, staining or varnishing of the exterior of a Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing Community Standard.
2. **Metal or Aluminum Roofs.** Metal or aluminum roofs shall not be permitted.
3. **Temporary Structures.** No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on Lots.
4. **Antennae.** No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Community Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Community Governing Documents and the Committee to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from Common Areas.
5. **Screen Enclosures.** Approval for screen enclosures shall be limited to aluminum frame structures which are either bronze or white and screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black). Obscure screen materials shall be prohibited. No aluminum or flat roofing material shall be permitted. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.
6. **Awnings.** A User shall not install or attach any awnings to such User's Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted, and restrictions relating to locations and the maintenance of the awnings.
7. **Above Ground Swimming Pools and Spas.** Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless: (i) the entire spa is located within the screen enclosure of the User's Home and (ii) the entire base of the spa shall at all times be screened from view by all adjacent Lots and from the street with the use of hedges and/or landscaping. User shall be required to submit a landscaping plan to the Committee to show proper screening of the spa base. User shall be responsible to maintain, repair and replace from time to time any hedges and/or landscaping which may be approved as part of the screening requirements for the spa.
8. **Fountains and Sculptures.** All Fountains and sculptures must be approved by the Committee.
9. **Exterior Lighting.** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights and lighting fixtures must be approved by the Committee.
10. **Solar Panels.** A User shall not install or attach any solar panel to User's Home without the prior written consent of the Committee. The Committee shall have the right to adopt and amend from time to time, guidelines governing the type, design and size of solar panels which may be permitted, and restrictions relating to locations and the maintenance of the solar panels.
11. **Pergolas.** Pergolas may be approved by the Committee. All pergolas must include concrete footers or other mechanism to permanently secure the structure
12. **Fencing.** No fence shall be approved or installed by a User which encroaches onto the Common Areas. No User shall be permitted to attach User's own fence to any fence installed on or across the Common Areas or any portion thereof. Only certain styles of aluminum rail fences in white or bronze shall be approved. Fence heights shall be 5' in height, with pickets spaced no closer than 3" on center and no thicker than 1", unless otherwise required by the Governmental Requirements. No style of wood, PVC or chain link fence shall be approved. To the extent a hedge or vegetative fence is approved as part of the landscaping of a lot, such hedge or vegetative fence must comply with all fencing guidelines, including, without limitation, height and location restrictions. For any fence, if approved, the User shall be responsible to meet all Government Requirements and criteria including, but not limited to, proper permitting and surveying and the User shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
13. **Review and Inspection Fees.** The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by a User, which review and inspection may be performed by third parties. The

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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (CONTINUED)**

Committee may require such Review and Inspection Fees to be paid in advance (i.e., at the time of submission of the User's application). In the event any Review and Inspection Fees remain unpaid by an User, in addition to the other rights of the Association, the Committee shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any such security deposit required to be paid by such User. In addition (and in addition to any other remedies under and pursuant to the Community Governing Documents for a failure of an User to perform User's obligations), if any Review and Inspection Fees are not paid by User, the Board may levy an Assessment against such User for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

14. **Security Deposit.** Any User desiring to make Common Interest Improvements may be required by the Committee, depending upon the Common Interest Improvements being requested and the manner of installation of the Common Interest Improvements, to provide to the Committee, at the time of the User's submission of plans and specifications for review and approval by the Committee, a security deposit in an amount determined by the Board or the Committee to cover costs of incidental damage caused by construction of the Common Interest Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Common Interest Improvements being requested.

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**PARKING AND VEHICULAR RESTRICTIONS**

1. All Users shall observe speed limits and obey signs and safety rules at all times.
2. Parking shall be permitted only in areas specifically designed as "parking areas" by the Community Association. No parking is permitted on sidewalks. No overnight parking on the streets or swales is permitted. Only golf carts may be parked in any spaces marked as reserved for golf cart parking. Golf carts may park in vehicular parking spaces if no golf cart parking spaces are available.
3. Only vehicles belonging to authorized persons actively using the Common Areas are permitted to be parked in the parking spaces located on the Common Areas. The parking spaces on the Common Areas shall not be utilized for parking other than during periods of use of the Common Areas by the vehicle's owner.
4. Trailers, motor homes and recreational vehicles shall not be parked in the Community.
5. The Declarant and the Board are not responsible for any injury to or loss from cars or other vehicles parked on the Property. The Declarant and the Board shall not be responsible for any loss or damage to any private property stored within a vehicle. Any person parking a vehicle on the Property assumes all risk of loss with respect to his/her vehicle.
6. Disposal of drained automotive fluids is not allowed within the Community.
7. All vehicles and golf carts shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
8. Users shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
9. The operation of motorized scooters, go-carts and other non-registered vehicles shall be prohibited in the Community, except: (a) non-licensed and non-registered wheelchair or similar vehicles used for the transportation of disabled persons; and (b) golf-carts, which may be operated within the Community in accordance with these Rules and Regulations.
10. The Board shall make a reasonable attempt to give notice to the Users of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle. In that regard, subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations (whether now or hereafter adopted) may be towed by the Board or Declarant at the sole expense of the User of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Board or Declarant shall not be liable to the User of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the User to receive it for any other reason, shall be grounds for relief of any kind.

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**PARKING AND VEHICULAR RESTRICTIONS - GOLF CARTS**

All golf carts are motorized vehicles and must follow all vehicular traffic laws. In addition, all golf carts and usage thereof must comply with the following Rules and Regulations:

1. All golf carts shall be powered by electricity or by similar non-combustion means. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Community Association.
2. Operation of golf carts on the Community Association Property is permitted only by drivers holding a valid, state-issued driver's license.
3. Golf carts must always be driven at a safe speed and in a safe manner. All golf carts operated on the Community roadways are limited to a speed of twenty (20) miles per hour regardless of any posted speed limits otherwise for motor vehicles. All golf carts operating on the Paseo or multi-use pathways shall be restricted to a speed of fifteen (15) miles per hour.
4. Each golf cart operated in the Community shall be in good condition and appearance, and equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear. The Board reserves the right to create, amend, or adopt specific rules as to the design and models of golf carts permitted to be kept and used.
5. No golf carts shall be operated after the hours of 11:00 p.m. or before 6:00 a.m. In addition, golf carts shall not be operated from sunset to sunrise or during periods of rain, smoke or fog, unless the golf cart is equipped with functioning headlights, brake lights, turn signals and windshield.
6. No golf cart may be parked on any of the Common Areas of the Community except in specifically designated locations for golf cart parking or in designated parking spots for motor vehicles. No golf cart may be left unattended overnight.
7. Keys and/or valuables shall not be left in a golf cart. The Community Association and its Board are not responsible for golf carts or items lost or stolen.
8. The owner and/or operators of golf carts shall operate their golf cart in accordance with all manufacturers' and other safety recommendations.
9. The owner and/or operator of a golf cart shall not impede the flow of traffic. The Board may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Board determines, in its discretion, such use is incompatible with the normal and safe movement of traffic.
10. Golf cart owners and/or operators must comply with all traffic signs, and at stop signs shall come to a full and complete stop before proceeding.
11. Pedestrians shall always have the right of way. Golf cart operators must yield to, or if necessary, stop for pedestrians, joggers, bicyclists and slow down when approaching, other vehicles, curves or intersections.
12. Golf carts are not permitted on walking and/or bike paths including, without limitation, the walking and/or bike paths in the Paseo.
13. Golf cart safety is solely the responsibility of the owner and not the Community Association, the Board and/or Declarant.
14. Golf carts shall not be operated while under the influence of alcohol or other substance.
15. All passengers must be properly seated while the golf cart is in motion and may not be transported in a negligent manner or in a manner inconsistent with the golf cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the golf cart, including the driver.
16. No owner of a golf cart may modify their golf cart in a manner that affects the manufacturer's recommended mode of operation, speed or safety of the vehicle.
17. Any radios or other noise emitting from golf carts shall not rise to the level as to be considered a nuisance, as determined solely by the Board. Owners and/or operators of golf carts should be considerate of the surrounding Homes. Noise that interferes with the quiet enjoyment of other persons in the Common Areas shall not be permitted. Radios shall not be played after 10:00 p.m.
18. Golf cart owners and/or operators should use extreme caution in crowded areas and during inclement weather.
19. In the event that a golf cart operator is involved in an accident resulting in injury (including death) or property damage in any amount, or if there is any question of whether there is injury or damage, then the operator, by the quickest means of communication available, shall notify immediately the appropriate law enforcement agency or any required emergency medical response units.

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**PARKING AND VEHICULAR RESTRICTIONS - GOLF CARTS (CONTINUED)**

20. Appropriate written warnings and/or violations will be issued where deemed appropriate or necessary by the Board. The issuance of two written warnings or violations will suspend a User's golf cart privileges for one (1) year. Five such warnings and/or violations within a two (2) year period will permanently revoke such User's golf cart privileges within the Community. In the event the User's golf cart privileges are revoked, such User shall not be allowed to operate the golf cart in the Community. Prior to any suspension of golf cart privileges, Owner shall be entitled to an opportunity for a hearing as provided in the Association Documents.
21. Each User (regardless of whether the User is the operator) and each operator of a golf cart (regardless of whether they are owner of the golf cart) will be responsible, jointly and severally, for any and all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart in the Neighborhood. Accordingly, EACH SUCH USER AND OPERATOR, JOINTLY AND SEVERALLY, SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE COMMUNITY ASSOCIATION, THE BOARD, DECLARANT AND THE OTHER MEMBERS OF THE COMMUNITY ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A GOLF CART IN THE COMMUNITY.



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**ANIMALS AND PETS**

1. Pets shall not be permitted in any portion of the Common Areas, except in designated areas as shall be determined by the Board.
2. Under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Common Areas. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Community, (b) has severely injured or killed a domestic animal at any time whether on or off the Community, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Common Areas in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Common Areas (or any portion thereof), or, while lawfully on the Common Areas (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
3. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each User agrees to indemnify the Community Association, the Board and the Declarant harmless from and against any and all losses, liabilities, injuries (whether to property or persons including, without limitation, death) arising from, relating to and/or in any way connected with, such User's pets.
4. Pets shall be leashed at all times when on the Common Areas. No pet may be leashed to any stationary object on the Common Areas and left unattended.
5. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Common Areas or disposed of in any storm drain, lake or canal.
6. No User shall inflict or cause cruelty upon or in connection with any pet.
7. Every female animal, while in heat, shall not be brought onto the Common Areas or otherwise be in contact with another animal nor create a nuisance by attracting other animals.
8. Any User shall refrain from feeding or harassing wildlife.
9. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Governing Documents.

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**USE AND ENJOYMENT OF LAKES**

The following shall apply to lakes within the Common Areas of the Community (the "Lakes"):

1. Users shall be permitted to engage in "catch and release" fishing in the lakes.
2. Littoral plantings are installed in accordance with the permitting requirements of the South Florida Water Management District, and may not be altered, relocated, destroyed, damaged or removed by a User.
3. Swimming and the operation of motorized water craft, other than electrically operated or non-motorized watercraft, in the lakes are prohibited. Access to the lakes for electrically operated or non-motorized watercraft shall only be from areas designated by the Board for such lake access. Watercraft and trailers shall not be stored on the Lake bank or in any easement areas of the Lakes.
4. In no event shall a User cause any erosion or change in grade of any Lake Bank slope from design grade.

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**MISCELLANEOUS RULES AND REGULATIONS**

1. **Signs.** No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner", "Open House", directional signs leading to Property Units, or any other signs for the sale or renting of Property Units) may be exhibited, displayed, inscribed, painted or affixed in public view from any Common Interest Improvements without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner", "Open House", directional signs leading to Property Units, or similar sign for the renting or sale of a Property Unit so long as Declarant or any of its affiliates own a Property Unit in the Community or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Property Units in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of the Community or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this rule.

The Community is subject to a Riverland Master Sign Program (the "RMSP") providing guidelines regarding certain allowable signage in the Community. In connection with any approval sought from the Board or the Committee, as applicable, for signs or other displays that are subject to the RMSP, such signs or displays must also first be approved by the Riverland Design Review Committee (the "RDRC"). In that regard, as a condition to review and/or approve, the Board or the Committee, as applicable, shall be permitted to require a submission of any proposed sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever, to first be approved by the RDRC in accordance with the RMSP.

2. **Chemicals.** Except as otherwise specifically provided herein, Users shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances within the Common Areas.
3. **Solicitation.** All commercial solicitation is prohibited. Placing of materials on or within any portion of Common Areas is strictly prohibited unless express written permission is granted by the Board.
4. **Community Association Directory.** Use of addresses, phone numbers and e-mail addresses set out in any Community Association directory is for official Community Association use only. The directory and all information therein contained may not be used by any User for their own political, charitable, or business purposes. Any contact information (including, without limitation, e-mail addresses) provided to the Community Association or included in any correspondence to the Community Association may be used by the Community Association. All contact information in the Community Association's records may be included in the directory unless User sends written notice to the Community Association directing that such contact information not be included in the resident directory.
5. **Hunting, Trapping or the Possession/Use of Firearms.** Hunting, trapping and the possession/use/discharge of firearms, including, but not limited to, hand guns, rifles, shot guns, BB guns, pellet guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit a User from keeping a lawful firearm on such User's person strictly in accordance with a lawfully issued Florida concealed weapons license.
6. **Trash, Litter and Debris.** No User shall cause trash, litter or debris to put in any of the Common Areas. Users are responsible for picking up all of their trash, litter and debris that is spilled, blown, or otherwise deposited on the Common Areas, including but not limited to the roadways, pathways, the Paseo, and recreation areas.
7. **Proper Attire.** Appropriate attire for the activity involved is required at all times. Upper and lower body garments and proper footwear should be worn at all times.
8. **Unmanned Aerial Vehicles/Drones.** Users are prohibited from using unmanned aerial vehicles including, without limitation, drones (collectively, "UAVs"). The foregoing shall not apply to the Community Association or Declarant (or any of Declarant's affiliates and designees).
9. **Recording and Broadcasting of Community Association Meetings.** Users shall provide not less than twenty-four (24) hour advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Users (collectively, "Community Association Meetings"). The only audio and video equipment and devices which Users are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Community Association Meetings. Users videotaping or audio recording Community Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Users who have audio or video recorded a Community Association Meeting shall not share such audio or video recording with non-Users. Live streaming and/or broadcasting of Community Association Meetings, including, without limitation, through Periscope, Facebook Live, Twitter or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Member Meetings and Special meetings of the Community Association

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
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**MISCELLANEOUS RULES AND REGULATIONS**

scheduled in accordance with the Community Governing Documents; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
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**GENERAL USE OF COMMON AREAS**

1. Responsibility:
  - a. ALL PERSONS USING COMMON AREAS SHALL DO SO AT THEIR OWN RISK. The Community Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Common Areas or any portions thereof. Persons using Common Areas agree not to hold the Community Association or the Board liable for actions of any kind or nature whatsoever occurring on or within the Common Areas.
  - b. With respect to the use of Common Areas, a User shall be held responsible for the actions and conduct of User and the actions and conduct of such User's family members, guests, invitees, tenants, contractors and other persons for whom User is responsible, as well as for the actions of persons over whom User exercises control and supervision. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
  - c. Any damage to Common Areas, which is caused by any User or User's family members, guests, invitees, tenants, contractors and other persons for whom User is responsible, as well as for the actions of persons over whom User exercises control and supervision shall be repaired or replaced at the expense of the User.
  - d. The use of Common Areas, by persons other than a User or the family members, guests, invitees or tenants of the User is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Community Association or its manager.
  - e. The Community Association shall not be responsible for any personal injury (including, without limitation, death) or any loss or damage to any personal property within Common Areas regardless of where such property is kept, checked, left or stored on the premises.
  - f. The Community Association shall have the right to require Users (on behalf of themselves and their family members) and User's guests, invitees and tenants (on behalf of themselves and their family members) to execute a Recreational Amenities Release and Waiver in a form acceptable to Community Association prior to: (i) use of the Common Areas, and/or (ii) participation in any activities sponsored, promoted or set up by the Community Association.
2. General Use Restrictions:
  - a. The Common Areas shall be solely for the use of the User and such User's family members, guests, invitees or tenants, subject to the provisions of the Community Governing Documents, except for the Paseo which shall be subject to a multi-modal easement which permits the public to use the Paseo. The Community Association retains the right to limit the number of guests or invitees per household that are permitted to (i) use the Common Areas, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Community Association. Notwithstanding the foregoing, the use of the Sports & Racquet Club and the Arts & Culture Center is and shall be limited only to those Owners of Lots (and their respective Permitted Users) located in Neighborhoods whose Neighborhood Governing Documents limit occupancy of such Lots to persons fifty-five years of age or older in a manner intended to comply with the exemption under the Fair Housing Act's requirement that communities cannot reject families with children (collectively, the "Limited Common Area Users").
  - b. Use of the Common Areas by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited except in connection with the Courts, as more particularly set forth in the "Rules for Courts and Facilities" section herein.
  - c. Only such person or persons designated by the Community Association, shall be permitted to provide and conduct lessons and instructions upon or in the designated Common Areas of the Community.
  - d. Residents shall accompany and remain with their guests and invitees to the Common Areas, as designated by the Board from time to time.
  - e. The walkways and entrances of the Common Areas and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress.
  - f. No activities or conduct shall be permitted within the Common Areas which will increase the rate of insurance on any real or personal property insured by the Declarant without the approval of the Board, as the case may be, nor shall any activities or conduct result in the cancellation of insurance on any real or personal property insured by the Declarant or which would be in violation of any Law.
  - g. No grilling, barbecuing or cooking of food shall be permitted within the Common Areas.
  - h. All bicycles must be parked in designated bicycle racks located within the Common Areas.

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**GENERAL USE OF COMMON AREAS (CONTINUED)**

3. Cleanliness:
  - a. It is prohibited to litter or cause debris to be put in any of the Common Areas. Users shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Common Areas.
  - b. No personal articles shall be allowed to stand overnight in any of the Common Areas.
  - c. No garbage cans other than those provided by the Community Association, supplies, water bottles or other articles shall be placed or left in the Common Areas, including, but not limited to the Common Areas.
4. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Common Areas, the facilities and/or amenities therein.

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE SPORTS & RACQUET CLUB**

**1. Sports & Racquet Club General Use:**

- a. Residents shall accompany and remain with their guests and invitees to the Sports & Racquet Club. All persons sixteen (16) years of age and younger shall at all times be accompanied and closely supervised by a Limited Common Area User.
- b. All belongings shall be removed from the Sports & Racquet Club when leaving. The Community Association and its Board shall not be responsible for belongings lost or stolen.
- c. No immoral, offensive or unlawful use shall be made of the Sports & Racquet Club. All Governmental Requirements of all applicable governmental entities shall also be strictly observed.
- d. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Riverland Lifestyle Director.
- e. No signs, notices or photos shall be posted on any of the walls or windows of the Sports & Racquet Club, other than on bulletin boards, if made available by the Community Association for that specific purpose. All postings must first be approved by the Board.
- f. Animals are not permitted in the Sports & Racquet Club.
- g. All Community events and meetings shall supersede the use of all other events throughout the Sports & Racquet Club.
- h. Food is not permitted to be consumed at the Sports & Racquet Club except for at any amenity that may be added to the Sports & Racquet Club that serves food and at community events organized by the Riverland Lifestyle Director where food is specifically indicated to be permitted by the Riverland Lifestyle Director.
- i. Alcohol is not permitted to be consumed at the Sports & Racquet Club except for at community events organized by the Riverland Lifestyle Director where alcohol is specifically indicated to be permitted by the Riverland Lifestyle Director. Alcoholic beverages may not be served to anyone under the age of 21 or to intoxicated persons.
- j. Tables located anywhere within the Sports & Racquet Club (whether indoor or outdoor) are not to be used for game play (including, without limitation, card games, mahjong, canasta, etc.).

**2. Code of Conduct for the Sports & Racquet Club:**

- a. No smoking (including e-cigarettes) in the Sports & Racquet Club.
- b. No breakable containers shall be permitted.
- c. Proper fitness attire and footwear shall be worn in the Sports & Racquet Club. Bare feet, bare chests, and swimsuits shall be prohibited in the Sports & Racquet Club, other than to use the pools and locker room facilities.
- d. Limited Common Area Users shall be responsible for repair and/or replacement costs incurred as a result of damage to the Sports & Racquet Club furniture, accessories, and/or any related equipment caused by the Limited Common Area Users and/or their Permitted Users.
- e. Boisterous or profane language shall be not used in the Sports & Racquet Club.

**3. Wellness & Fitness Center Use:**

- a. The Fitness Director retained by the Community Association oversees and manages the operations, maintenance and other aspects of the Wellness & Fitness Center and related facilities (collectively, the "Fitness Facilities"). Each Limited Common Area User's use and enjoyment of the Fitness Facilities will, in addition to the rules and regulations contained herein, be subject to such other rules, policies, and regulations imposed by the Fitness Director and approved by the Board, which may include, without limitation, the right to regulate use, impose time restrictions and requirements, implement scheduling and check-in procedures and other rules and regulations, schedule and conduct events and tournaments, provide private and group instructions and lessons, league/team programs, management and coaching. Notwithstanding anything contained in these Rules and Regulations to the contrary, if provided for in the Racquet Facilities Agreement, the Fitness Director shall have the right to schedule use of the Indoor Sports Court by organized teams, as a practice or scrimmage court, facility, field or area.
- b. The Wellness & Fitness Center hours shall be as established by the Board from time to time and may vary from building to building. Please refer to the signage installed at the Wellness & Fitness Center for the hours of operation.
- c. Only the Fitness Director (or its agents), or, where no Fitness Director is in place, such person or persons designated by the Community Association, shall be permitted to schedule and conduct fitness classes, personal training, swimming lessons, events and tournaments, provide private and group instructions and lessons, league/team programs, management and coaching within the Wellness & Fitness Center and related amenities.

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**RULES FOR THE SPORTS & RACQUET CLUB**

- d.
  - e.
  - f. Use of the exercise equipment is reserved for use by residents between the hours of 8:00 a.m. to 11:00 a.m. During such times, Permitted Users shall not be permitted to utilize the exercise equipment.
  - g. USE OF THE WELLNESS & FITNESS CENTER AND EQUIPMENT THEREIN SHALL BE AT THE RISK OF THE PERSON EXERCISING.
  - h. As a courtesy to others, people utilizing exercise equipment are requested to allow others to work in with them.
  - i. A thirty (30) minute time limit shall apply on all cardiovascular equipment when someone is waiting.
  - j. Equipment shall be wiped down after usage.
  - k. Equipment shall be properly stored after usage, including re-racking of all weights in their proper location and order.
  - l. Food is not permitted in the exercise equipment area, group fitness rooms and sports courts.
4. Indoor Sports Court Use:
- a. The hours of the Indoor Sports Court shall be as established by the Board from time to time.
  - b. Use of the Indoor Sports Court is currently managed by a computerized system which controls general member play (open play) while reserving smaller time slots for programmed activities. The computerized system may be accessed by phone or internet. Players shall not reserve more than one time slot. Players may also not create duplicate reservations using other players' reservation logins. Any duplicate reservations shall not be honored until all other players have played.
  - c. Reservations for use of the Indoor Sports Court shall be as set forth and determined by the Community Association or the Fitness Director.
  - d. Use of the Indoor Sports Court is restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only. PLAYERS SHALL PLAY AT THEIR OWN RISK.
  - e. Use of the Indoor Sports Court shall be limited to one (1) hour for use. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
  - f. No one shall be permitted in the Indoor Sports Court except those persons playing.
  - g. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited in the Indoor Sports Court.
  - h. Only proper attire, shoes and protective wear shall be worn. Only sneakers shall be worn on the sports courts. Black soled sneakers shall not be permitted.
  - i. No food or breakable containers shall be permitted in the Indoor Sports Court.
  - j. Use of the Indoor Sports Court by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited, unless specifically organized by the Riverland Lifestyle Director.
  - k. Walking through the Indoor Sports Court during play shall be prohibited. Entering or leaving a court shall only occur when the play of other players is stopped.

Use of the Sports & Racquet Club shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of the Common Areas."



**RIVERLAND COMMUNITY ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE SWIMMING POOL AREAS AT THE SPORTS & RACQUET CLUB**

**1. Code of Conduct for All Swimming Pool Areas:**

- a. Residents shall accompany and remain with their guests and invitees to the Swimming Pool Areas. No persons sixteen (16) years of age or younger are permitted in the pools or spa.
- b. No nudity in the Swimming Pool Areas or nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pools or whirlpool spa. Adults who are incontinent must wear appropriate swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
- c. No food, intoxicants or smoking (including e-cigarettes) shall be permitted. Non-alcoholic beverages are permitted in non-breakable containers.
- d. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted unless the equipment is used in conjunction with an event or activity scheduled by the Association.
- e. No running, pushing, dunking, rough play, profane language, diving or jumping shall be permitted.
- f. No music devices or portable televisions shall be permitted without the use of headphones and no live musical entertainment (i.e., DJ, live band, etc.) is permitted unless organized by the Association.
- g. No flotation devices or pool noodles are permitted in the pools unless they are being used for fitness purposes or for fitness classes organized by the Association.
- h. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Sports & Racquet Club provided for this purpose or removed from the Sports & Racquet Club.
- i. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS, SPA OR OTHER WATER FACILITIES IN THE SPORTS & RACQUET CLUB SHALL DO SO AT THEIR OWN RISK. The Community Association and its Board assumes no responsibility for any accident or personal injury or for any loss, theft or damage to personal property arising out of or in connection with the use of the swimming pools, spa and/or the swimming pool areas in general. Persons using the swimming pools, spa and/or the swimming pool areas in general agree not to hold the Community Association or the Board liable for actions of any kind or nature whatsoever occurring within the Sports & Racquet Club.

**2. Outdoor Lap Pool Area Use:**

- a. Pool hours are from Dawn to Dusk, but in no event later than 9:00 p.m. The foregoing time restrictions shall not apply to activities occurring in the pool area which have been organized by the Community Association.
- b. Lap pools are for lap swimmers only. This restriction shall not apply to activities occurring in the lap pool area which have been organized by the Community Association.
- c. Use of the lap pool is currently managed by a computerized system. The computerized system may be accessed by phone or internet. Swimmers shall not reserve more than one time slot. Swimmers may also not create duplicate reservations using other players' reservation logins.
- d. Reservations for use of the lap pool shall be as set forth and determined by the Community Association or the Fitness Director.

**3. Resistance Pools Use:**

- a. Resistance pool hours are from Dawn to Dusk.
- b. Use of the resistance pools is for exercise purposes only.

**4. Spa Use:**

- a. Spa hours are from Dawn to Dusk.
- b. The spa may reach temperatures in excess of one hundred degrees Fahrenheit (100°F). If a permitted user of the spa has a health risk, such user should first check with their physician before using the spa.

**5. Indoor Lap Pool Area Use:**

- a. Pool hours are from 6:00 a.m. until 10:00 p.m. The foregoing time restrictions shall not apply to activities occurring in the pool area which have been organized by the Community Association.

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RULES AND REGULATIONS**

**RULES FOR THE SWIMMING POOL AREAS AT THE SPORTS & RACQUET CLUB**

- b. Lap pools are for lap swimmers only. This restriction shall not apply to activities occurring in the lap pool area which have been organized by the Community Association.
- 6. Health and Safety Considerations:
  - a. All users shall shower before entering the pools and/or spa, but no soaps or shampoos shall be used at the poolside shower. Persons using the pools and/or spa shall not swallow pool or spa water.
  - b. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections, diarrhea and/or open sores shall not use the pools and/or spa.
  - c. No glass containers or other breakable objects shall be permitted in the Swimming Pool Areas.
  - d. A four (4) foot walking area shall be maintained around the pools and/or spa. Additionally, walking areas around and through the swimming pool areas shall not otherwise be blocked.
  - e. In accordance with health department regulations, no food or drink are permitted in the pools and/or spa.
- 7. Use of pool furniture and equipment:
  - a. Pool furniture shall not be removed.
  - b. Pool furniture shall not be reserved for anyone not present.
  - c. Pool furniture and equipment shall not be modified, altered or changed in any manner.
  - d. Towels shall be placed on pool furniture when in use.

Use of the Swimming Pool Areas at the Sports & Racquet Club shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Common Areas."

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
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**RULES FOR THE OUTDOOR COURTS AT THE SPORTS & RACQUET CLUB**

"Outdoor Courts" as used herein shall mean and refer to the Racquet Center Proshop, clay tennis courts, pickleball courts, bocce ball courts, shaded pavilion and the stadium seating areas at the Sports & Racquet Club.

1. General Restrictions:

- a. Residents shall accompany and remain with their guests and invitees to the Sports & Racquet Club. All persons sixteen (16) years of age and younger shall at all times be accompanied and closely supervised by a Limited Common Area User.
- b. The Sports Director retained by the Community Association oversees and manages the operations, maintenance and other aspects of the Outdoor Courts and related facilities (collectively, the "Racquet Facilities"). Each Limited Common Area User's use and enjoyment of the Racquet Facilities will, in addition to the rules and regulations contained herein, be subject to such other rules, policies, and regulations imposed by the Sports Director and approved by the Board, which may include, without limitation, the right to regulate use, impose time restrictions and requirements, implement scheduling and check-in procedures and other rules and regulations, schedule and conduct events and tournaments, providing private and group instructions and lessons, clinic programs, league/team programs, management and coaching. Notwithstanding anything contained in these Rules and Regulations to the contrary, if provided for in the Racquet Facilities Agreement, the Sports Director shall have the right to schedule use of the Courts by organized teams, as a practice or scrimmage court, facility, field or area.
- c. Lessons and Instructions. Only the Sports Director (or its agents), or, where no Racquet Facilities Agreement is in place, such person or persons designated by the Community Association, shall be permitted to provide and conduct lessons and instructions upon the Outdoor Courts.
- d. Only the Sports Director (or its agents), or, where no Racquet Facilities Agreement is in place, such person or persons designated by the Community Association, shall be permitted to organize clinic programs, league/team programs, and other group play on the Outdoor Courts.
- e. Notwithstanding anything contained herein to the contrary, the Community Association or Sports Director shall have the right, but not the obligation, from time to time, to impose, amend and/or supplement rules, regulations and restrictions relating to the number of guests permitted per User or per household, and the days and times which guests are permitted or restricted from play. The foregoing right of the Community Association and Sports Director shall include, the right to impose fees to be paid by guests in connection with their use of the Racquet Facilities; the right to determine a ratio of "user per guest" use"; and the right to ban use of the Racquet Facilities by outside persons and/or guests as a result of non-compliance of these rules by the User and/or such guest.
- f. If applicable, guests of Users shall be required to pay the prevailing guest fee at check-in. Payment of guest fees is the responsibility of the User who reserved the court. Users and tenants and guests with guest passes may use the facilities without charge.
- g. Use of the Racquet Facilities or any portion thereof, by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited. The Community Association or Sports Director shall have the right to schedule matches, events and tournaments with other communities, groups, leagues and third parties however. Such visiting communities, groups, and leagues shall not be required to pay guest fees when playing in official league matches scheduled by the Community Association or Sports Director.
- h. Written requests or telephone messages left for reservations are not considered valid requests for reservations. To reserve a court for use, see the section entitled "Reservations for Use", below.
- i. ALL PLAYERS SHALL PLAY AT THEIR OWN RISK.

2. Racquet Facilities Use:

- a. The Racquet Facilities are open for play from 7:00 a.m. until 11:00 p.m. Pro shop hours are posted at the Racquet Center Proshop and are subject to change as determined by the Community Association or Sports Director from time to time.
- b. During morning hours (7:00 a.m. to 12:00 noon), players shall maintain low noise levels.
- c. Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.
- d. The Community Association or Sports Director, as applicable, shall have the right to terminate/refuse play for any reason, in their sole discretion.

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE OUTDOOR COURTS AT THE SPORTS & RACQUET CLUB (CONTINUED)**

- e. Suspension of Play. Operation of the Racquet Facilities may be suspended (i) due to cold weather, rain or wet conditions; (ii) when the lightning detection system (if any) is activated, and (iii) as otherwise directed by the Community Association or the Sports Director, as applicable.
3. Specific Use Restrictions:
- a. The Racquet Facilities are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
  - b. No one shall be permitted on the Racquet Facilities except those persons playing with either (i) a prior reservation, or (ii) the consent of the Sports Director.
  - c. Use of the Racquet Facilities is reserved for use by residents between the hours of 8:00 a.m. to 10:00 a.m. During such times, Permitted Users shall not be permitted to utilize the Racquet Facilities.
  - d. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the Racquet Facilities.
  - e. No intoxicants, food or breakable containers shall be permitted in the Racquet Facilities.
  - f. All belongings shall be removed from the Racquet Facilities when play is complete. The Community Association and its Board shall not be responsible for belongings lost or stolen.
  - g. Limited Common Area Users shall be responsible for repair and/or replacement costs incurred as a result of damage to the Racquet Facilities and/or related equipment caused by the Limited Common Area User and/or their Permitted Users.
  - h. Pets shall not be permitted in the Racquet Facilities.
4. Code of Conduct for the Racquet Facilities:
- a. Boisterous or profane language shall be not used by players or spectators.
  - b. Walking behind or through the playing areas during play shall be prohibited.
  - c. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.
  - d. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.
5. Reservations for Use. Use of the Racquet Facilities amenities is currently managed by a computerized system which controls general member play (open play) while reserving smaller time slots for programmed activities including instruction, round-robins, team play, and special events. The computerized system may be accessed by phone or internet.
- a. Reservations for use of Racquet Facilities shall be as set forth and determined by the Community Association or the Sports Director.
  - b. Players shall not reserve more than one time slot. Players may also not create duplicate reservations using other players' reservation logins. Any duplicate reservations shall not be honored until all other players have played.
  - c. Unassigned court time may be signed up for by the same players on the same day.
  - d. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
  - e. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.
6. Pickleball Courts. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.
- Use of the Racquet Facilities at the Sports & Racquet Club shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Common Areas".

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
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**RULES FOR THE ARTS & CULTURE CENTER (CONTINUED)**

"Arts & Culture Center" as used herein shall mean and refer to the community garden, arts and crafts studios, classrooms, demonstration kitchens, outdoor patios, artist's garden, multi-purpose lawn and event plaza.

1. Arts & Culture Center Use:

- a. Arts & Culture Center hours shall be 7:00 a.m. to 8:00 p.m., or as otherwise established by the Board from time to time. Time extensions for social or community events may be granted, in advance, at the discretion of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Board.
- b. Residents shall accompany and remain with their guests and invitees to the Arts & Culture Center. All persons sixteen (16) years of age and younger shall at all times be accompanied and closely supervised by a User.
- c. All belongings shall be removed from the Arts & Culture Center when leaving. The Community Association and its Board shall not be responsible for belongings lost or stolen.
- d. Users shall obtain prior written approval from the Riverland Lifestyle Director for use of all equipment and supplies.
- e. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Riverland Lifestyle Director.
- f. No signs, notices or photos shall be posted on any of the walls or windows of the Arts & Culture Center, other than on bulletin boards, if made available by the Community Association for that specific purpose. All postings must first be approved by the Board.
- g. All community events and meetings shall supersede the use of all other events throughout the Arts & Culture Center.
- h. Food is not permitted to be consumed at the Arts & Culture Center except for at community events organized by the Riverland Lifestyle Director where food is specifically indicated to be permitted by the Riverland Lifestyle Director.
- i. Alcohol is not permitted to be consumed at the Arts & Culture Center except for at community events organized by the Riverland Lifestyle Director where alcohol is specifically indicated to be permitted by the Riverland Lifestyle Director. Alcoholic beverages may not be served to anyone under the age of 21 or to intoxicated persons.

2. Code of Conduct for the Arts & Culture Center:

- a. No smoking (including e-cigarettes) in the Arts & Culture Center.
- b. No breakable containers shall be permitted.
- c. Proper attire shall be worn in the Arts & Culture Center.
- d. Bare feet, bare chests and swimsuits shall be prohibited in the Arts & Culture Center.
- e. Limited Common Area Users shall be responsible for repair and/or replacement costs incurred as a result of damage to the Racquet Facilities and/or related equipment caused by the Limited Common Area User and/or their Permitted Users.
- f. Boisterous or profane language shall be not used in the Arts & Culture Center.

3. Demonstration Kitchen Rules. Use of the Demonstration Kitchen is restricted to events scheduled by the Riverland Lifestyle Director.

4. Ceramic Room Rules. Use of the Ceramic Room is restricted to events scheduled by the Riverland Lifestyle Director.

5. Multi-Purpose Lawn and Event Plaza Rules:

- a. Hours are from Dawn to Dusk, but in no event later than 9:00 p.m. The foregoing time restrictions shall not apply to activities which have been organized by the Community Association.
- b. Any belongings or trash shall be removed from the multi-purpose lawn or event plaza. The Community Association and its Board shall not be responsible for belongings lost or stolen on the multi-purpose lawn or event plaza.
- c. All community events and meetings shall supersede any use of multi-purpose lawn or event plaza by Users.
- d. No parking or driving on the multi-purpose lawn without prior approval of the Community Association.
- e. Event signs require authorization of the Community Association prior to the day of the scheduled event.
- f. Signs and/or banners are only permitted on the day of a Community Association approved event. All banners must be affixed to a table and/or booth.

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**RULES FOR THE ARTS & CULTURE CENTER (CONTINUED)**

- g. All tents must be freestanding, no spikes for tethering are permitted on the multi-purpose lawn or event plaza. Formal, organized sporting events are not permitted on the multi-purpose lawn without prior approval of the Community Association.
  - h. No camping is permitted.
6. Community Garden Rules:
- a. Hours are from Dawn to Dusk, but in no event later than 9:00 p.m. The foregoing time restrictions shall not apply to activities which have been organized by the Community Association.
  - b. Use of the beds is limited to members of the Riverland Community Garden Club. Riverland Community Garden Club members may only use the beds assigned to them by Club.
  - c. Limited Common Area Users will maintain the plants within their beds and shall trim any plants and pull any weeds that extend into neighboring beds. All garden beds must be kept free from weeds and trash.
  - d. All trash must be taken home or disposed of in the proper marked containers in the Community Garden.
  - e. Limited Common Area Users may not abandon their beds. Abandonment means failure to maintain the bed for two weeks. If a Limited Common Area Users expects to be away for more than two weeks, such user is responsible for making the necessary arrangements to ensure the garden bed is cared for in such user's absence.
  - f. Limited Common Area Users may not grow any plants considered illegal under state or federal law.
  - g. Limited Common Area Users are solely responsible for the planning and management of their own beds.

Use of the Arts & Culture Center shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of the Common Areas."

**RIVERLAND COMMUNITY ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE PASEO AND THE RIVERLAND COMMUNITY PATHS**

The following shall apply to the open area which is designated as and constitutes the Paseo, as defined in the Declaration, and the Riverland Community Paths:

1. Specially designated pedestrian pathways may only be used for pedestrians, joggers, bicycles and other human powered devices such as, but not limited to, roller skates, skateboards and rollerblades. All bicyclists are required to maintain a speed not to exceed twenty five (25) mph.
2. Golf carts and electric bicycles shall only be permitted on the designated cart paths in the Paseo. Golf carts and electric bicycles are only permitted on the Riverland Community Paths within the designated golf cart lanes. Golf carts and electric vehicles are the only vehicles permitted to use the designated cart paths in the Paseo and designated golf cart lanes in the Riverland Community Paths. Motorcycles, scooters, and other gas-powered vehicles are not permitted. All golf cart operators and electric bicycles are required to maintain a speed not to exceed twenty five (25) mph.
3. If and to the extent there are separately designated bicycle paths, non-motorized bicycle riders shall utilize such designated bicycle paths.
4. Pedestrians shall always have the right of way on the pathways and all bicyclists, skateboarders, rollerbladers, golf carts and other non-walking uses shall give deference and use care when pedestrians are utilizing the pathways.
5. The hours for the designated gathering areas in the Paseo and Riverland Community Paths are from Dawn to Dusk, but in no event later than 9:00 p.m.
6. The golf cart charging stations are available for Users in the Paseo, but in no event shall a golf cart be parked at any charging station overnight. A one (1) hour time limit shall apply to each golf cart charging station when another User is waiting. The golf cart charging stations are available on a first come, first served basis.
7. The Community Association and its Board assume no responsibility for any accident or personal injury and/or for any loss or damage to personal property arising out of or in connection with the use of the charging stations, Paseo and/or Riverland Community Paths.

Use of the Paseos shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of the Common Areas."

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