

**RIVERBEND HOMEOWNER'S ASSOCIATION**  
**OF LEE COUNTY, INC.**  
**A DEED RESTRICTED COMMUNITY**  
**RULES AND RESTRICTIONS**

**ALL PRESENT AND FUTURE OWNERS IN RIVERBEND, LEE COUNTY, FLORIDA AS RECORDED IN LEE COUNTY PUBLIC RECORDS.**

To provide for individual and mutual rights, property protection and value, and to help maintain comfortable, healthful and congenial living conditions. The

1	Any member who mortgages, leases or sells his/her lot or home shall notify the Board of Riverbend Homeowner's Association, and the Management Company of the name, address and phone number of the new owner.
2	No nuisances shall be allowed upon the properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the properties by it's residents.
3	Rules approved by the Board of Directors concerning the use of the properties shall be observed by the members and their families, invitees, guests and tenants.
4	The installation of mirror type reflective window tinting shall not reflect sunlight to the extent of being a nuisance to surrounding neighbors
5	No signs of any kind shall be displayed to the public view on any lot except one (1) sign in the front and one (1) sign in the rear of the property of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period or signs used to indicate the name of the resident, to exceed one (1) square foot.
6	No in-ground pool or fence of any kind whatsoever shall be constructed on any lot until after the ARC form is filled out completely, submitted to the Management Company and is approved by the Board in writing. Any chain link fence approved by the Board shall be no higher than four (4) feet tall and shall be unslatted, black or green (fence and posts).No above ground pools are permitted at all.
7	No structure of a temporary character; trailer, basement, tent, shack, garage, barn or out building shall be built on any lot at any time except for the use as a construction and tool shed and shall be removed from the premises within thirty (30) days after the completion of the main building. No such structure shall ever be used as a residence either temporarily or permanently. Storage sheds no larger than 6' wide X 6' deep X 7' high need an ARC request form filled out completely, submitted to the Management Company, and approved by the Board in writing prior to installation. Storage shed must be painted to match exterior color of house.
8	No lot shall be used or maintained as dumping ground for rubbish. Trash or other waste should not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary conditions. All garbage or trash containers, oil tanks and bottled gas tanks must be kept underground, placed in walled areas or landscaped so that they shall not be visible from adjoining properties. No wall or fence surrounding the trash containers shall be constructed on any lot until the ARC request form is filled out completely, submitted to the Management Company and approved by the Board in writing prior to installation (Wall or fence not to exceed 4' deep, 8' long and 6' high and must be pained to match exterior of house).Garbage or trash containers may not be placed in front for collection until the evening before the day scheduled for pickup. No vehicles or trailers of any kind may be parked or stored in a yard.(front, side or back) or on a vacant lot.
9	No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, providing that they are not bred or maintained for any commercial purpose. Except for tropical fish and small birds, no more than 2 domestic house pets (dog and/or cat) shall be permitted to be kept in a home. Such animals shall be kept as pets and shall not be permitted to annoy the neighborhood by barking, howling, crying or the making of other noises and, in each such instance, such activity shall be construed and considered to be a nuisance in violation of the covenants of this restriction. All pets shall be leashed or carried at all times when off the owner's property and pet feces shall be removed immediately and properly disposed of by the person in charge of the pet. Owners of pets are responsible for all damages contributed to their pet's actions.
10	No outdoor clotheslines will be permitted
11	No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be allowed. In the event that the owner fails or refuses to keep the premises free of weeds, underbrush or refuse piles or other unsightly growth or object, then the Association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.
12	All owners and occupants of any lot bordering the golf course shall extend to any and all golfers lawfully using the golf course the courtesy of allowing such golfers to retrieve any and all errant golf balls which have taken refuge on any lot in the subdivision provided such golf balls may be recovered without damaging any flowers, shrubs or property in general of the owner of such lot.

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13	<p>With the exception of family-type non-commercial vehicles no vehicle of any kind shall be parked or stored except inside an enclosed garage. This restriction includes but is not limited to trucks, trailers, boat, racing cars, motor homes, and commercial equipment. Any vehicle with magnetic signs in place will be considered a commercial vehicle. It does not prohibit the parking of commercial vehicles during the performance of service functions of the tradesman or owners operating same, but such parking must be limited to the actual time during which services are being performed. Exceptions must be received in writing from the management agent or the Board of Directors prior to the deviation to the regulations.</p>
a)	<p>Parking vehicles on the street or cul-de-sac on a regular (continual) basis is not permitted. Short term parking on the street for guests, deliveries, etc.. Is allowed. No overnight parking is permitted. Short or long term parking in the cul-de-sac is not permitted. Parking of any vehicles on lawns is Not permitted at any time.</p>
b)	<p>Vehicles that are parked in driveways must not extend into the street.</p>
c)	<p>To accommodate owners of recreational vehicles and boats on trailers, a limit of three (3) days total (72 hours), within a six (6) month period of time shall be permitted, unless prior authorization by the Board in writing (minimum of 7 days notice) is received (email is permitted). Time allowed is for the purpose of loading, unloading and cleaning. At no time is anyone living in a motor home or other vehicle permitted.</p>
14	<p>Fine Provisions/Enforcement</p>
a)	<p>A fine or suspension may not be imposed without notice sent by Certified Mail of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The notice shall state the violation alleged. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed. The fine may not exceed \$100 per day. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine in it's aggregate shall exceed \$1,000.</p>
b)	<p>The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.</p>
c)	<p>Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, their right to park.</p>
15	<p>When special temporary circumstances arise that conflict with these rules and restrictions, members may request, in writing, with a minimum of fourteen (14 ) days notice, a short- term waiver from the Board of Directors. A written letter of authorization, if approved, must be received by the member before any action is taken. This special circumstance situation is not be abused.</p>
16	<p>Sub Homeowners Association Rules &amp; Restrictions may be more stringent than the Master Riverbend Homeowners Association Rules and Restrictions as described in this document.</p>
17	<p>ARC request forms must be submitted to the Management Company, and approved in writing by the Board for any and all new or replacement exterior improvement, additions or any other structural change. No work can be started unless the owner has written permission from the Board. If permission is not granted, the owner has the right to be heard at the next scheduled Board meeting providing a request has been made to the Board with a minimum fourteen (14) day notice prior to the scheduled meeting.</p>