

RIVERWALK NORTH – A SENIOR LIVING RESORT

UNIFORM COMMUNITY GUIDELINES

To ensure pleasant and enjoyable surroundings, every effort will be made by Riverwalk North – A Senior Living Resort (“the Community”) to make certain that the Uniform Community Guidelines are reasonable and that the safety and comfort of all homeowners, occupants and guest are not jeopardized. Reasonable, fair and uniform application of these rules and regulations is the committed responsibility of Riverwalk North – A Senior Living Resort.

Advertising and Soliciting

Advertising, soliciting or delivering handbills by homeowners or unauthorized individuals is prohibited. A commercial enterprise or business that violates local, county or state zoning ordinances is prohibited to conduct business in the Community. An exception may be made by the Community in the case of homeowners’ children soliciting for school events and youth clubs (such as Girl/Boy Scouts). Please contact the Community in advance about any such activities.

Amenities

Amenities in the community are maintained as a service to all homeowners and shall be treated with respect. Your cooperation in keeping the facilities clean and serviceable is essential and appreciated. Irregularities in the operation of these amenities should be immediately reported to the Community.

Homeowners and their guests using the Community facilities or amenities do so at their own risk. The Community will not be responsible for loss of any kind, injury, or accident connected with such use.

Clotheslines

Clotheslines or lines of any kind are prohibited. Towels, rugs, wearing apparel or other forms of laundry of any description are prohibited to be hung outside the home, including enclosed porches.

Effective Date: January 1st, 2020

Community Center

The Community Center is made available to homeowners and their guest provided the following rules are adhered to:

- 1) **Use and occupancy**: Use of the Community Center is strictly limited to homeowners, their guests and invitees.
 1. Homeowners shall accompany their guests and invitees at all times.
 2. Homeowner is responsible for the actions of persons in attendance at the scheduled function.
 3. Use of the Community Center is restricted to private entertaining activities.
 - a) Use of Community Center for activities such as sales demonstrations for private clubs, associations or political gatherings is allowed.
 - b) Community Center may be used for homeowner fundraising clubs for charity.
 - c) Gambling activities are prohibited except for those permitted by law and are restricted to non-service organizations properly licensed by state or local authorities.
 4. The total number of occupants allowed, as regulated by the fire marshal and/or health department must be adhered to.
- 2) **Children**: Children under the age of eighteen (18) are prohibited in the Community center unless accompanied by a parent or legal guardian.
- 3) **Attire**: Shirts, shoes and proper attire shall be worn in the Community center at all times.
- 4) **Reservations**: Reservations for scheduled use of the facility shall be made in advance of the desired date of use and shall be accepted, providing there are no other reservations for that date.
 1. Regular, consecutive bookings shall be restricted to use of groups comprised of homeowners only and shall be granted at the Community's discretion.
 2. A site inspection by Community and homeowner is required at a time agreeable to both parties prior to scheduled use.

Effective Date: January 1st, 2020

3. A final inspection shall be conducted by the Community, as soon as reasonably possible, following the scheduled event to determine the condition of the property after use, relating to clean-up and damages.
- 5) **Food and Drink:** The catering of food and drink is permitted within the Community Center.
 1. Alcoholic beverages are prohibited to be served to those persons under the legal drinking age at any time.
 2. Consumption of alcohol is restricted to inside the Community Center (and on outdoor deck) and shall not be consumed in any other area.
 3. The homeowner shall be held responsible to restrict the serving and consumption of beverages to a moderate level.
- 6) **Smoking:** Smoking is prohibited in the Community Center.
- 7) **Building Attendant:** In some instances, the Community may require the presence of a building attendant at the scheduled function. In this event, the homeowner is responsible to obtain the services of attendant personnel and receive written approval by the Community as to that particular selection. Payment for services is the responsibility of the homeowner and shall be made directly to hired personnel.
- 8) **Clean-Up/Damages:** Cleaning of Community Center is solely the responsibility of the homeowner.
 1. The Community Center shall be vacated in compliance with terms and conditions provided for in the application. Homeowner will be responsible for any and all expenses related to clean-up and repair of any damages.
 2. All furniture shall be returned to its original locations.
 3. The Community is not responsible for any items which have been left in the Community Center after homeowner vacates the premises.
- 9) **Default of Resident:** If homeowner is in default as to any terms, covenant or conditions of their residency, including these Uniform Community Guidelines, they **may** be denied utilization of the Community Center.
- 10) **Indemnity:** Homeowner agrees to indemnify, defend, save and hold harmless the Community and owner, its agents, employees, successors and assigns, from any and all claims or liabilities of whatsoever kind or nature due to its usage of the Community Center for use and occupancy of same while under the control of homeowner, its guests and invitees.

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Community Entrance and Streets

Bicycles, skateboards, scooters, or roller skates are prohibited to be ridden in the entranceway of the community at any time. Children are prohibited to play in the streets. The playground and/or community open areas are the designated areas for homeowners/children to play.

Complaints

All complaints regarding the Community, neighbors, staff, etc. shall be made in written form. The Community recommends that homeowner first attempt to resolve any problems or misunderstanding directly by civil and courteous discussion with fellow homeowners and/or Community Management. If that attempt fails, then residents may submit a written complaint to Community Management. A response and proposed resolution to the problem will be issued within fifteen (15) days of the Community's receipt of your complaint. If a written complaint to community management is not corrected or resolved to your satisfaction, the Community welcomes your concerns and feedback by writing or calling community executive officers whose names, addresses and telephone numbers are listed in the last page of these Uniform Community Guidelines.

Delinquent Lease Fee and/or Additional Service Fee, and Legal Notices

Homesite lease fees are due and payable in advance on the first (1st) day of each month by mail using the pre-addressed envelopes provided.

Homeowners not paying within five (50) days of due date will receive a \$25 late charge service fee and will be sent a legal notice by the accounting office for non-payment of rent. A guideline will accompany the legal notice with instructions to be followed. Delinquent payments not paid in full within seven (7) days following the receipt of "Notice to Quit" shall cause legal action to be instituted by the Community. In the event the Community determines a homeowner to be delinquent in payments, in default of the lease agreement, or in violation of these Uniform Community Guidelines, the Community may commence proceedings against the homeowner in a court of proper jurisdiction.

In addition to delinquent lease fee payment, late charges and service fees, additional non-refundable fees and/or charges may be added to cover all expenses and costs reasonably related to such proceedings.

Firearms

The discharge of any firearm, bow and arrow, slingshot, air gun, or any type of weapon that shoots any type of projective with force is prohibited within the Community.

Effective Date: January 1st, 2020

Firewood

Homeowners with fireplaces may store a quantity of firewood not to exceed one (1) face cord. Firewood shall be stored in a neat and orderly manner at least one (1) foot off the ground, outside the home, or a stand constructed of metal or wolmanized lumber. The storage area shall be placed away from public view.

Fireworks and Open Fires

Fireworks, sparklers, and open fires are prohibited within the Community.

Garbage and Refuse Pickup

Residents are required to keep their home sites free from health and fire hazards. Garbage pickup will be furnished to every homesite once each week. When there is a holiday during the week, the pickup will be made on the day following the normal pickup day. Refuse is to be placed at curb side no sooner than the evening prior to the designated pickup day. The Community will notify residents of their designated pickup day.

The garbage and trash collection service company will provide each homesite with a 90-gallon trash receptacle. Refuse containers are to have tight fitting lids and shall be kept clean and free of maggots.

All papers and garbage bags shall be stored in the shed or garage, away from public view, between refuse pickup days. Disposable diapers, tampons and sanitary napkins shall be placed in refuse containers (not toilets). Newspapers or magazines that are not already in containers shall be tied with twine.

Homeowners shall not use the Community trash receptacles for household garbage and trash. Homeowners shall arrange for the removal of large bulky items at their own expense.

Home Address Sign

Home address numbers shall be placed on the home by the Community.