

# HOUSE RULES OF THE RIVERBEND ASSOCIATION, INC.

Updated 7/26/2024.

## SECTION 1- GENERAL

1. The Riverbend Association, Inc. (RAI) through its duly elected board of Directors (Board) representing the best interest of all the membership, do hereby adopt the following rules, which are in conformance with the governing RAI By-Laws and Declaration of Condominium either expressed, implied or in accordance with the applicable intent of such documents.
2. The Board of Directors meets in regular session bi-monthly to facilitate the proper functioning of the community. From time-to-time it is necessary for the board to make decisions between meetings. The board conducts these decisions by vote and quorum via the internet and then follows up with these decisions in the next monthly minutes.
3. Only Owners or their spouse may attend and participate in our regular board meetings or in our Annual Owner's Meeting. At the annual meeting each unit has only one vote no matter how many owners are listed on the deed. If a person serving as an attorney-in-fact for the owner, or a family member of owner resides in the unit as their permanent residence, then they may attend meetings and be a proxy vote for the owner of that unit. However, they may not be a proxy vote for the owner of any other unit.
4. The recreational facilities include the clubhouse and the swimming pool, which are designated to provide recreational and social

activities for the members and bona fide houseguests. Usage shall be in accordance with applicable conditions set forth herein.

## SECTION II- MEMBERSHIP

1. A Condominium Owner in good standing is defined as follows:  
Owners current with all RAI dues, assessments, etc. (Currently constitutes not being in arrears fifteen or more days from the due date thereof, see Article 6, Section 4 of the By-Laws) and who are in compliance with all house rules and by-laws.
2. Lessees not having a properly approved leasing agreement shall have no standing or be entitled to any privileges expressly covered or implied herein.

## SECTION III- HOMEOWNER'S RESPONSIBILITIES

1. Owners shall be responsible for the conduct of their guests and their conformance with the RAI rules. Owners are also responsible for furnishing any lessee a copy of the rules and for their lessee's conformance with the rules.
2. No transient tenants (i.e., Airbnb, VRBO, local rental companies, or private offerings) are authorized. Owners who fail to comply with this rule could jeopardize the RAI, the RAI insurance coverage and could find themselves pecuniarily liable for acts and omissions of their tenants.

3. Quiet time for the complex is 10 PM to 6 AM. Owners shall not make or permit to be made any disturbing noises or permit any act by a guest, tenant, or worker, that would interfere with the rights, comfort, enjoyment, and convenience of other members.
4. Owners shall not make any alterations or changes to the external structure of any unit without first obtaining written permission from the RAI Board. Owners must present proposed changes and detailed drawing to the Board. If the Board approves, notice will be given to neighboring units via email and the neighboring unit has 3 full days to respond with any objection and must detail the reason for the objection. The Board will address the owners and determine if any changes are needed. Should an owner take it upon themselves to start a project on their condo without board authorization, the board has a right to halt construction until approval has been granted. All unauthorized construction to any unit is subject to being removed and the cost of such removals to be that of the condo owner, at the discretion of the Board of Directors.
5. Firewood shall be stacked so as not to touch any outside wall or cause rotting or deterioration of decks. No plants, shrubs or trees shall be removed from the common areas without written permission of the Board.
6. There is no authorized parking area for boats, trailers, recreational vehicles (that require an RV tag), etc., however they may be temporarily parked in an automobile parking area designated as an overflow parking area for a period not to exceed eight (8) days per month. No vehicles with trailers attached may be parked in spaces in front of a Condo Unit, that is marked for single vehicle use. Self-propelled or powered bicycles, motorbikes, carts, etc., shall be confined to the street only. Automobile Parking is restricted to designated parking areas only.

Parking is not permitted on the grass or roads. Unlicensed or disabled vehicles not in use shall not be stored or kept on common grounds. A letter will be sent to anyone who violates the rule about storage on RAI premises. This certified letter will inform the owner to have the watercraft or other vehicle in violation removed from the premises in 10 days or the RAI Board will have the vehicle impounded at the owner's expense.

(a) There is now a need in some areas of the complex for numbered, reserved parking places or handicapped spaces. Handicap parking spaces will only be approved for vehicles that have blue handicap placard or tag. As these needs arise, the units in question of a given section may petition the Board of Directors to assign specific parking places for each unit. The Board of Directors will then have the specific parking spaces numbered per the units in question. All other parking: guests, overflow, trailers, etc., will use overflow parking spaces in other areas of the complex (not to include parking on the grass or other common areas). Otherwise, the parking lots are considered common property, and this requires the use of common sense and consideration for each other.

7. No trash containers shall be permitted to be placed outside of an individual unit.
8. Owners shall be responsible for cleaning and maintenance of (1) unit windows and all exterior doors, (2) upkeep of decorative landscaping, (3) for maintaining a general clean area around their units as to facilitate maintenance and grass cutting, (4) upkeep and maintenance of exterior decks and balconies are the responsibility of the unit owners. This includes replacing rotten wood, and the painting of decks and balconies. No personal items may be stored on the grassy/common areas that are the HOA mowing areas. If any violations are found the owner will receive an email or letter in the mail describing the issue. The owner will have 15 days to follow up with the board regarding violations with a plan to

comply with the needed action to bring their space up to the standard of the Riverbend HOA. Failure to comply can result in fines, prohibitions of using community facilities, and, ultimately, the establishment of liens on your condo. Each “pod” of units connected shall conform with each other on the selection of paint colors for the decks, and balconies. The approved colors are kept on file and must be approved by the board.

Owners shall control their pets in such a manner as to preclude a nuisance factor or interference with any owner’s enjoyment of common areas and recreational facilities. This includes cleaning up their waste and putting it in the trash, not the lake. Pets must be on a leash when out on the property. Loose or stray dogs may be taken to an animal shelter at the owner’s expense. Owners are responsible for any damage to people or property in our complex.

9. Owners shall not conduct auction sales, garage sales or solicitations without written approval of the RAI board.
10. Owners, lessees, and guests are required to abide by the speed limit posted. In the absence of a posted speed limit, vehicles shall not exceed the speed of 15 MPH.
11. Owners, lessees, and guests shall not feed waterfowl.
12. No antennas or dishes of any kind shall be erected or attached to the outside of any unit.
13. For Sale signs are allowed in front and/or rear flower/shrub beds of a unit. Signs must not exceed 20” X 30” in size. One small “information box” is allowed next to the sign in the front flower/shrub bed. Signs may be against, but not attached to, the unit structure or may be placed in a window. Signs shall not be placed on common lawn areas or in parking lots and shall not impede lawn or building maintenance. Upon sale and closing, the new owner shall insure prompt removal of the signs.

14. No political or special interest signs or implements shall be placed on the outside of any unit or in any flower bed or common areas. Any decorative flags, signs, etc., must be maintained in neat condition.
15. Owners shall be responsible for maintaining a condominium insurance policy for their individual unit. Such insurance shall include as a minimum coverage for the items which are the exclusive use of the units, as defined in the Unit boundaries and surfaces sections of the governing RAI Declaration of condominium (2005). In addition, our condo master association policy underwriter requires a copy of each unit's individual policy, with a minimum of \$100,000 personal liability coverage, be presented to them. A copy of each unit's policy must be provided to the association by each unit's owners to meet this requirement.

Our insurance carrier also requests that RAI be added as an additional insured party on each individual condo insurance policy. This will ensure that RAI receives notice of annual renewal and/or cancellation of the policy.

16. Our insurance carrier requires the following for those units who have been leased to renters: Any signed lease agreement(s) must state that each tenant(s) has renters' insurance with at least \$100,000 personal liability coverage. Copies of the lease with this requirement, acknowledged by the tenant(s), and a copy of said insurance policy coverage, must both be given to the association for presentation to the insurance company.
17. Our insurance carrier requires that all grills or other heat producing items are to be used and stored at least ten (10) feet from any building wall. Note that this includes structural walls, storage building walls or

divider walls. At no time may a grill, firepit or other heat producing items be placed on the wooden deck, no matter what size the deck is and whether the items are in use or being stored. A monthly inspection will be done to ensure owners are complaint.

18. Our insurance carrier requires that each unit have at least one non-expired, rechargeable fire extinguisher, wall-mounted on brackets and readily accessible, clearly visible or conspicuously marked in their unit. Each extinguisher should be by a nationally recognized company and have a minimum rating of at least 1A-10BC. The insurance company suggests contracting with a reputable fire protection company to service them annually to reduce the potential for malfunction in a fire emergency. The insurance company may require inspection of units to ensure owners are complaint.

## SECTION IV- CLUBHOUSE RULES

1. The clubhouse is available, upon request (on a first-come basis) to members in good standing for the following use.
  - a. Entertainment of bona fide houseguests.
  - b. Small private parties satisfy a social obligation.

The clubhouse shall not be reserved more than 3 months in advance. Any occasion that may require more than 3 months in advance must be approved by the board.

Individuals using the clubhouse shall be responsible for assuring that the clubhouse is clean, lighting has been turned off and heating/cooling is set to designated temperature. If cleaning and/or maintenance is necessary after use, the owner responsible for the reservation will be charged the full amount of the cleaning and or maintenance.

No pets are allowed in the clubhouse except legally approved service animals.

2. The Board has the authority to restrict the use of the facility when in the opinion of the Board the use is either detrimental to the Association or not in the best interest of the majority of the owners. Owners or lessees not in good standing or who fail to abide by the governing rules may be denied use of the facility or suspension therefrom.

## SECTION V- SWIMMING POOL

1. The pool will normally be open during the season as allowed under weather conditions. The pool may be periodically closed for cleaning or maintenance. The pool shall not be used by anyone between the hours of 10:00PM and 6:00AM and shall be closed during such hours.

2. Owners in good standing and house guests may use the pool at their discretion; however, each member shall assume all risks of personal injury and /or property damage.

3. Children under 12 are not permitted to use the pool unless accompanied by an adult.

4. Glass receptacles or other objects that could be considered of a hazardous nature are not permitted in the pool area.

5. Owners, lessees or guests failing to abide by the posted rules or those contained herein or exhibiting conduct detrimental to the welfare or enjoyment of other pool occupants may be asked to leave and may be denied further use of the pool privileges or suspension there from.

6. No pets shall be allowed within the confines of the pool area. Animals are not allowed in the pool under any circumstances.



## **RIVERBEND CONDOMINIUM ASSOCIATION**

### **POOL RULES**

Riverbend pool is a private pool, no lifeguard is on duty, swim at your own risk. The pool rules are as follows:

1. Pool use is for Riverbend owners and house guests only.
2. Do not open the pool gate to anyone without a key card.
3. Do not block pool gate open or leave unlatched.
4. Children under the age of 12 must be accompanied by a parent or guardian.
5. No running or horseplay in the pool area.
6. No glass containers in the pool area.
7. No pets allowed in the pool area or the pool.
8. No swimming in pool after swimming in lake.
9. All persons must clean up after themselves and keep pool area neat and clean. Dispose of cigarette butts properly.
10. Return furniture to original location if moved.
11. Lower and secure the umbrellas when leaving pool area.
12. Do not give pool card to children or allow them to play with keypad on pool card reader.

### **SECTION VI- RULES COMMITTEE**

1. The Rules Committee, consisting of RAI Board Members shall be responsible for controlling use of the common facilities and for effecting whatever action is required to assure compliance with provisions contained in the RAI Rules, By-Laws, and Declaration of Condominium.

2. Owners or lessees determined to be in non-compliance with the rules and their intent shall be subject to such action as suspension of the use of the facility, damage assessments, and/or legal action, as necessary.
3. All recommendations and/or complaints are to be submitted on the website under the proper Compliance Tab for the attention of the Compliance officer.
4. These rules may be changed or modified as necessary by the RAI Board of Directors as provided by the RAI By-Laws.

RIVERBEND ASSOCIATION, INC.

APPROVED BY: \_\_\_\_\_

Rhonda Kilpatrick, President

\_\_\_\_\_

Linda Reeves, Secretary