

**RIVERBEND of NAPLES**  
**Mobile Homeowners Association, Inc.**  
**777 Walkerbilt Road, #42 Naples, FL 34110**

**RULES AND REGULATIONS (EFFECTIVE ~~8/20/21~~ 4/24/2024)**

*Previous Amendments: 3/9/2009, 3/30/2011, 12/15/2016, 2/21/2019, 3/1/2019, 4/8/2019, 1/31/20, 8/20/2021, 7/20/2023. This version was amended 4/24/2024 at a duly held Board of Directors' meeting to repeal language that allowed installation of RVs on Units (~~Revised to Address Installation of RVs on Units~~)*

**A. GENERAL**

1. Mobile homes ~~and RVs (as used herein, the reference to RVs will include any RV, Motor Home, or Camper approved as the Private Dwelling on the Unit by the Board of Directors)~~ will be spotted in a uniform manner by Park Management.
2. Management is not responsible for any lost or stolen articles or for personal injury or any other damage whatsoever to property or persons on Park property.
3. No outside peddling, soliciting or commercial enterprise is allowed in the park without prior Park Management approval.
4. Please notify the park manager when vacating the park for any extended period.
5. For the safety and health of all residents, the feeding of wild animals on the grounds is strictly prohibited.

**B. YOUR MOBILE HOME ~~OR RV~~**

1. All mobile homes must be skirted from the bottom of the home to the ground within thirty (30) days of moving in. Skirting will be of ornamental block, vinyl, or aluminum skirting.
2. Area under the mobile home ~~or RV~~ will be kept free of weeds and trash. Normal storage of items under the mobile home ~~or RV~~ is permitted.
3. Mobile homes ~~or RVs~~ must be lived in by the owner or the immediate family. Immediate family, or approved sublessee and their immediate family is defined as: Husbands, wives, mothers, fathers, sisters, brothers, sons and daughters.
  - ~~Renting or sub-leasing the home is not allowed.~~
  - Subletting is allowed as advised by our attorney letter on January 6, 2023
  - However, Guidelines have not been approved to regulate subletting
4. Children under eighteen (18) years of age may visit residents for two (2) weeks, but in no event is there to be continuing daily visits.

5. In the event that a unit becomes uninhabitable, the unit must be repaired or removed within ninety (90) days.

C. YOUR MOBILE HOME SITEUNIT

1. All utility rooms and location thereof must be approved by Management. All new structures or changes in size or location of existing structures require approval by Management.
2. Maintenance and care of the lawn is the responsibility of the resident. Grass will be kept neatly trimmed and edged. Lawn mowing will be provided by park personnel as deemed necessary.
3. If the yard of a unit becomes rundown and uncared for, park personnel will clean it up and the resident will be charged for the services rendered.
4. Residents may plant trees with prior approval. All trees, regardless of location, when they become unmanageable for the individual resident or park personnel to provide required maintenance, shall be handled commercially at the expense of the Corporation.
5. All underground water and sewer lines are deemed to belong to the Corporation and any cost for repair and maintenance will be the responsibility of the Corporation. Any above ground water and sewer lines are deemed to belong to the resident, and they are responsible for the cost of repair and maintenance.

The Corporation is responsible for bringing other utilities (telephone, cable, electric) to the boundary of the lot, but is not responsible for maintaining said lines to the connection of the mobile home.

6. Installation of any clothesline must receive prior Management approval.
7. Citrus trees require planting approval as to location, but ownership and responsibility for maintenance and removal remain with the resident of the unit where the trees are located.
8. Any property not owned by a resident or immediate family member may not be stored in the park unless inside a mobile home, ~~RV~~ or storage shed.
9. Problems with underground water or sewer lines should be brought to the attention of the building and grounds committee or the Park Manager for proper resolution.
10. There must be at all times an allowance for ingress and egress of all shareholders and park vehicles and boat trailers on and through the common ingress and egress access easement on the west side of our Corporate property as documented in article XVIII and drawn on exhibit 14 of RMHA, INC. Bylaws.

This west side access easement has been used for the intended common benefit of Shareholders, without interruption, since the beginning of our Cooperative Association, and cannot be blocked or obstructed in any way that would prohibit or limit the parking of boat trailers and other park or Shareholder vehicles on or adjacent to the designated common west side ingress/egress easement.

11. For any new ~~mobile~~-home installations, a site plan must be pre-approved by a simple majority of The Board. The site plan must include scaled positioning on the lot, water, electrical and sewer hookups and elevation. ~~For any RV sites and pads, same must comply with the applicable building code.~~

The installation vendor(s) must block all water and sewer connections so as to prevent the intrusion of construction debris during the installation process. Also provisions must be made by the vendor providing the home to ensure water and sewer lines are protected from damage due to construction and heavy equipment operations. All Vendors and Subcontractors must provide evidence of \$1,000,000 operations and general liability insurance and workman's compensation insurance. If the home vendor's umbrella policy covers enumerated Vendors, said Contractors do not have to provide liability/operations insurance, but must provide evidence of workmen's compensation coverage.

12. Prior to the commencement of any site work for a new unit installation, the General Contractor must post a damage deposit with the association in the amount of \$5000. This amount will serve as the initial offset to damages to park property resulting from the installation. This amount does not serve as the maximum amount of liquidated damages that may be sought in the event damages exceed this deposit amount. At the conclusion of the install, the board will determine the nature and amount of the subject damages and refund to the general contractor the net difference as well as documentation for the damages and expenses incurred.

13. For every new ~~mobile~~-home installation, the following requirements must be met:

a. Elevation of the finished pad must be no higher than 1 inch above the highest point in the road

~~a-b.~~ \_\_\_\_\_ Downspouts must run to the front and back of the home rather than to the sides.

~~b-c.~~ Board-approved landscaping, including ground cover at a minimum, must be in place on all sides of the home within 30 days of completed installation.

#### D. GARBAGE PICKUP AND SEWAGE

1. Please have all trash at the designated location by the road at 7:30 a.m. on the designated collection day. Trash is not to be put out before 6:00 p.m. the previous evening.
2. Sewage is disposed through a central sewage system. Please do not flush rags, cigarettes or sanitary napkins down toilets. Do not pour cooking grease down kitchen drains.

#### E. TELEVISION ANTENNA

1. Cablevision is available. No TV antenna is permitted less than 25 feet from the street.
2. TV dishes are allowed with prior management approval.

#### F. PETS

No pets allowed under any circumstances.

#### G. YOUR NEIGHBORS AND GUESTS

1. No loud noise is permitted after 10:00 p.m. or before 7:30 a.m.
2. Overnight guests are required to register with the manager so that they may be located in the event of an emergency.
3. Owner, sublessee, or immediate family member, as defined above, must be in occupancy during the time of a guest's visit.

#### H. SPEED LIMIT

1. The speed limit in the park for residents and guests is ten (10) miles per hour.

#### I. VEHICLES

1. Large trucks, defined as being rated over one ton capacity, will not be parked at the mobile home site.
2. No major overhauling of vehicles or boats will be allowed at the mobile home site. Cars parked at the site must be in good running condition.
3. Scooters and motorcycles must have mufflers and must come and go quietly.
4. Vehicles should not be parked on the street overnight and when parked there during the day, should not block free access to the roadway.

5. ~~Only one RV, motor home, or camper, approved by the Board of Directors, may be placed on the Unit as the private dwelling. No other RV, motor home, camper or other similar vehicle may be parked overnight in the Cooperative except in an area designated for such parking by the Board of Directors and no hook-up or overnight occupancy of such vehicle is permitted and such vehicle may only be parked for a maximum of 14 consecutive nights. Campers, motor homes and other similar "live in" vehicles may not be parked overnight except in an area designated by Park manager. No hookup or overnight occupancy is permitted. Maximum allowable parking time is fourteen (14) nights~~

## **I. BOATS AND BOAT TRAILERS**

### 1. SIZE REQUIREMENTS

#### a) West Lagoon

- 1) Vessels are limited to 17'-6" from bow furthest point forward to engine mounting transom. Engine /outdrive is not included in the measurement, neither are accessories on the stern of the vessel not extending further than the engine/outdrive.

The beam (width) of vessel may not exceed 7'6".

#### b) East Lagoon

- 1) Vessels are a minimum of 17'7" and are limited to 21 feet from bow furthest point forward to engine mounting transom. Engine / outdrive is not included in the measurement, neither are accessories on the stern of the vessel not extending further than the engine/outdrive. The beam (width) of vessel may not exceed 8'-

#### 6". c) Riverfront Slips

- 1) At the present time, size regulations will be exactly like those of the East Lagoon. When and if future docks are constructed, the Dock Coordinator and Board of Directors will determine maximum allowable size. No existing vessels will be grandfathered in. All county/state restrictions will be adhered to.

#### d) General Dock/Vessel Considerations

- 1) Vessel draft must not exceed three (3) feet to ensure fewer impacts with manatees and to provide one (1) foot of clearance at low tide between the vessel and the navigable waterway bottom.

### 2. SLIP REQUESTS AND ASSIGNMENT PROCEDURES

#### **NOTE: ALL REQUESTS ARE TO BE IN WRITING**

- a) An assignment of a slip is restricted to Shareholders having qualified boats on Corporate property requiring current registration and also verifying boat ownership at all times. In the case of watercraft on Corporate property not requiring registration other proof of ownership may be accepted but only a temporary slip assignment will be made.

- b) Any Shareholder of the Association can make a written request or e-mail to the Dock Coordinator for a suitable dock slip. These requests will be placed on the boat slip

waiting list by the order received. The list will be posted in the clubhouse, the website and is also available from the Dock Coordinator.

The request must be acknowledged by the Dock Coordinator in writing or e-mail within five (5) business days. The shareholder is responsible to follow-up confirmation

acknowledgment.

c) Only one request per shareholder will be allowed on file at any one time. No multiple requests will be allowed.

d) Requests cannot be for a specific slip. Requests can be for Lagoon changes closer to or further from the river. When a shareholder's name comes up, they can accept the available slip or decline. Declining means your request and its seniority are canceled and the next dated request gets the option of accepting the available slip. Declining shareholder may then reapply and their request will be placed at the end of the dock request list according to the date received.

e) All slip assignments are made by the Dock Coordinator. Any required clarifications/disagreements should be brought to the Dock Coordinator's attention and will be brought to the Board of Directors for resolution.

f) In the event a slip space is available and a Shareholder not owning a watercraft but looking to purchase, they will have sixty (60) days to purchase a qualifying watercraft. The Shareholder shall provide the Dock Coordinator with proper documents for the contemplated vessel regarding its suitability for the available docking.

A non-refundable check for two (2) months worth of fees will be due upon notification of the request. A sixty (60) day conditional hold begins on the date of notification by the Dock Coordinator of an available slip space.

If the sixty (60) day period expires during the off-season, the shareholder will have thirty (30) additional days on their return or from January 1, whichever is earlier. A manual measure of the vessel will be done by the Dock Coordinator upon arrival.

*NOTE: Off-season is defined as being between May 1 through December 1.*

g) Shareholders may have only one assigned slip. The Dock Coordinator will assign surplus slip space which may be used for temporary slip assignments. The temporary slip space must be vacated upon written request from the Dock Coordinator.

In any case there is a maximum of two slips per Shareholder. No more than two registered boats are allowed on Corporate property at any one time.

h) Whenever an assigned slip space is not in use for any reason, it may be temporarily assigned by the Dock Coordinator to a qualified vessel. The assigned slip is restricted to qualified boats on Corporate property. In case of watercraft not requiring registration,

proof of ownership is required and only temporary slip assignments will be made for such watercraft.

i) Any Shareholder may retain their assigned slip space for sixty (60) days without a registered boat provided they acquire a registered, qualified boat by the end of that time period. The Shareholder must alert the Dock Coordinator of this sixty (60) day intention.

If a registered, qualified boat is not acquired within 60 days, the slip may be reassigned

j) Any slip not used by Shareholder for one calendar year will be considered vacated and shall be reassigned by the Dock Coordinator.

*However, the affected Shareholder may petition the Dock Coordinator and Board of Directors for an extension due to extenuating circumstances.*

### 3. BOAT /BOAT TRAILER STORAGE

a) Trailer/boat storage area is accessible by using driveway between units #37 and #38. Storage area extends north and south along the egress /west property line. Trailers should be parked as close as possible.

b) All boats must maintain current registration while on corporate property. All boat trailers must be clearly marked with the Shareholder's name and/or unit number.

c) Boats and boat trailers may be stored under carports or in driveways of Shareholder's Unit during the off-season or in the boat/boat trailer designated back storage area. All boats must be stored on a trailer. Smaller boats (canoes, kayaks, inflatables) can be stored under units or in a secured acceptable manner.

d) Boats may not be stored between units or in grassy areas around units at any time, except for designated storage areas.

e) Any boat or trailer stored in the boat / boat trailer storage area that is not used for one calendar year may be considered in violation. It will be removed by the Board at the owner's expense after due consideration.

*Again, the affected Shareholder may petition the Dock Coordinator and Board of Directors for an extension due to extenuating circumstances.*

f) Oversized boats, not qualified for our waters, shall only be stored under the Shareholder's carport. They shall not be entitled to be stored out in the boat/boat trailer storage area unless there is an open storage space available as assigned by the Dock Coordinator.

#### 4. BOAT/DOCK FEES

- a) All boats and boat trailers on Corporate property are subject to fees which allow the Shareholder the privilege of using the launching ramp, storage area and available slip space.
- b) Fees are subject to change at the Annual Budget Meeting.
- c) Shareholder is responsible for notifying the Treasurer and Dock Coordinator in writing all changes additions or subtractions of boat/boat trailers within five (5) business days of the change.

#### 5. MAINTENANCE, USE AND TIE UP RESPONSIBILITIES

- a) All vessels must be tied up as tightly as possible at all times so as not to impede or restrict the passage in our limited waterway. Vessels must be able to move with sliding rings with the tide variations so as not to hang up on any objects or float further from the dock.
- b) Docks must be kept clear for foot traffic at all times
- c) Access to the East Lagoon is limited to the area between Unit #18 and #19.
- d) Respect other's right of use.
- e) The Association is responsible for maintaining all docks in safe operating condition at all times. This includes the upkeep of all required signage, PVC materials on the dock pilings as well as the decking material within or adjacent to other association property.
- f) No alterations of any kind are to be made to the dock property without written consent of the Dock Coordinator.
- g) The chain across the launch ramp is to be locked at all times after use of the ramp. The Dock Coordinator supplies keys.
- h) Boats are not to be left unattended. If you are planning to leave the area for a week or two, please notify the Boat Coordinator the name of your "BOAT BUDDY". The "BOAT BUDDY" is the person who will be available if an emergency should arise with your boat. Leave your keys with your "BOAT BUDDY".
- i) If you do not intend to be in the area for longer than a 14-day period, you must remove your boat from the water and either store it in the designated area or under your carport. Boats cannot be left unattended. No exceptions will be permitted.
- j) Boats or trailers shall not be parked on the street during garbage pickup days.



- k) No boat or trailer shall be parked overnight on Walkerbilt Road for any reason.
- l) Hand washing and/or power washing of vessels is not permitted on the corporate road on garbage pickup days. You may wash your vessel on your driveway, in your carport, at the boat ramp, or in the trailer storage area.
- m) Maintenance of your vessel is not permitted on the road (i.e. oil changes, scrapping the bottom, bottom painting) or any other maintenance that would cause deterioration to our roads, or pollution to our land and waters. You may use your driveway, carport, or the trailer storage area.

#### 6. FLOATING SLIPS FOR WATERCRAFT (Wave runners, Kayaks, Paddleboards and Canoes)

*NOTE: Are permissible on a case to case basis subject to the following stipulations.* a) It is located in our lagoons.

- b) The construction will not violate water quality standards or affect water flow.
- c) The slip will not impede navigation of others.
- d) The slip does not require a permit.
- e) The floating slip is not permanently attached to the actual dock slip itself.
- f) Approved material shall be used to anchor the floating slip by driving the material into the sea floor.
- g) There will be NO temporary or permanent attachment of any kind to the concrete or wooden docks. NO EXCEPTIONS.

#### 7. MISSION OF THE BOARD OF DIRECTORS AND THE DOCK COORDINATOR

- a) The Board of Directors shall be responsible for the maintenance and management of the Association's river access resources with the goal of maximizing their benefit for the Association and its Shareholders in a fair and equitable manner in accordance with the association rules and regulations.
- b) Failure of the vessel owner to adhere to the decision of the Dock Coordinator concerning the above rules shall be subject to the loss of their slip privileges by the Board of Directors.
- c) When a violation is found, the Board of Directors shall notify the owner/slip holder. This violation shall be corrected within five (5) business days or a time agreed by the Board of Directors with due consideration.
- d) A slip is a privilege, not a right. That privilege may be revoked by the Board of Directors.

*NOTE: If the owner is on-site (in season), a written assessment of the violation shall be hand delivered and acknowledged by the owner / violator.*

*If the owner is off-site, the notification shall be sent via the US Postal service along with a phone call and/ or e-mail and will be acknowledged by the owner / violator.*

K. RECREATION AREA

1. The rules for clubhouse use are posted on the “official” bulletin board in the building.

2. A refundable usage fee of \$50.00 to schedule private parties.

#### L. SALE OF THE MOBILE HOME UNIT

1. Approvals of requests to transfer and/or sell an interest in the Corporation ("selling one's unit in Riverbend") will be considered administratively by the sitting Officers of the Board. Such administrative approvals do not require a vote of the Board. Administrative approvals are based on an evaluation of the application for transfer or sale provided to the Board as well as the results of background and credit checks. If an application is incomplete or does not meet acceptable criteria for administrative approval (such as questionable items in the background check, minimum credit score of 720, etc.), the Officers may consider mitigating or offsetting evidence (such as prepayment of dues, economic consideration used in the transfer/sale, letters of explanation/endorsement, etc.) in justifying an administrative approval of transfer or sale. In the event that the Officers are unable to approve a transfer or sale administratively, denial of transfer or sale will require confirmation by the Board of Directors in the form of a majority of Directors voting to deny a transfer or sale. When/if such a vote is held and a majority of the Board does not vote for denial, approval will be granted by the Board.
2. All mobile homes Units being sold must be listed with the Park Manager, but need not be sold through the park. All buyers must be approved by management.
3. All purchasers of mobile homes Units from renters will continue to pay rent at the level being collected from the renter until the end of May 31 each year. Thereafter, new residents will pay the rent last approved by management.
4. For sale signs may not be larger than 10" x 12" and are limited to one sign on the front of the mobile home. Signs and/or hand-out containers provided for that purpose must be approved by the Board of Directors.
5. Occupancy of a mobile home Unit shall not be permitted unless one person in such mobile home Unit shall be fifty-five (55) years of age or older, provided however, all other occupants of the mobile home Unit must be at least eighteen (18) years of age.
6. In the event that all occupants of a mobile home Unit who are fifty-five (55) of age or older shall die or otherwise discontinue occupancy of the mobile home Unit, then the park management reserves the right to terminate the occupancy of the mobile home Unit by all persons under fifty-five (55) years of age if continued occupancy would result in less than eighty (80) percent of the mobile homes Unit in the park being occupied by at least one person fifty-five (55) years of age or older.
7. It is the shareholder's responsibility to furnish a copy of the Master Form Proprietary lease, the Articles of Incorporation, the Bylaws, and the current rules and regulations to the new owner. If a replacement copy is requested from management, there will be a \$50.00 replacement fee.

## 8. M. PAYMENT OF LOT RENT AND LATE CHARGES

*Reference: Collier Financial, Florida Statutes 719.108(3) & (4) and 719.303(4) & (5)*

1. Maintenance fees, lot rentals and other Association fees (i.e. boat/dock fees) are due on the 1<sup>st</sup> of each month and payable on or before the 10<sup>th</sup> of each month. A \$25.00 late charge will be assessed for each fee not paid by the 10<sup>th</sup> and will accrue monthly until paid.
2. Any accounts in arrears for 30-60 days will be handled by the Financial Manager/Accountant. Required late fee notification by the Financial Manager/Accountant will be by mail ONLY. (As a courtesy, the Association may notify the shareholder by phone, emails, or personal contact). Late charges will be assessed or may be waived at the discretion of the Board of Directors Executive Committee.
3. After 60 days and proper notification, if the account is still in arrears, the Association and/or Financial Manager/Accountant will turn it over to the Association's Attorney for collection. A "claim of lien" may be filed with the Collier County Clerk to recover all incurred Association expenses.
4. If the account is turned over for collections, Corporate documents allow for accelerated payments throughout the rest of the year.
5. The Association may suspend the voting rights of a unit owner who is more than ninety (90) days delinquent in any monetary obligation to the Association.
6. The Association may also suspend the rights of the owner and occupants of the unit to use the common areas, recreational facilities, and other Association property until the delinquent obligation is satisfied.

## N. TENANT UPON LEAVING

1. A tenant intending to ~~permanently~~ leave must give one month's notice for corporate management approval and action, prior to disposing of or moving the mobile home ~~or RV~~ from the assigned corporate lot.
2. If a mobile home ~~or RV~~ is moved before the 15th of the month, only one-half month's rent will be charged. If the move occurs after the 15th, a full month's rent will be charged.

## O. COMPLAINTS

1. Complaints must be made in writing to the Board of Directors.

#### P. BULLETIN BOARDS

1. The “official” bulletin board is exclusively for business items of the Association  
  
(i.e. notices of upcoming meetings and minutes of meetings previously held.) Social items are to be posted on the board reserved for this type of item.
2. All material to be posted should be given to the manager, the secretary or the chairperson of the social committee.

#### Q. MANAGEMENT

1. The word “management” used herein, shall mean the Board of Directors of Riverbend of Naples Mobile Homeowners Association, Inc.