

**RIVERBEND OF NAPLES MOBILE HOMEOWNERS ASSOCIATION, INC.**

**RULES AND REGULATIONS AMENDED MARCH 30, 2011  
REPLACING MARCH 9, 2009 VERSION**

**(RATHER THAN USE BOLD AND STRIKETHRU, NOTE THAT ALL CHANGES INVOLVE ALL PARTS OF SECTION I BOATS AND VEHICLES RELATED TO BOATS IS NOW INCORPORATED IN A NEW SECTION J BOATS AND SUBSEQUENT SECTIONS HAVE BEEN SIMPLY RELETTERED)**

**A. GENERAL**

- 1. MOBILE HOMES 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**

- 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 WILL BE KEPT FREE OF**

INITIALS \_\_\_\_\_

**WEEDS AND TRASH. NORMAL STORAGE OF ITEMS UNDER THE MOBILE HOME IS PERMITTED.**

- 3. MOBILE HOME MUST BE LIVED IN BY THE OWNER OR THE IMMEDIATE FAMILY. IMMEDIATE FAMILY IS DEFINED AS: HUSBANDS, WIVES, MOTHERS, FATHERS, SISTERS, BROTHERS, SONS AND DAUGHTERS. RENTING OR SUB-LEASING THE HOME IS NOT ALLOWED.**
- 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 SITE**

- 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**

INITIALS \_\_\_\_\_

**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 (EG 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 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**

INITIALS \_\_\_\_\_

**14 OF RMHA, INC. BY- LAWS. 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 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. 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 WORKMEN'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 \$2000. 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.**

**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 T V ANTENNA IS PERMITTED LESS THAN 25 FEET FROM THE STREET.**
- 2. TV DISHES ARE ALLOWED WITH PRIOR MANAGEMENT APPROVAL.**

**F. PETS**

- 1. 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.**

INITIALS \_\_\_\_\_

2. **OVERNIGHT GUESTS ARE REQUIRED TO REGISTER WITH THE MANAGER SO THAT THEY MAY BE LOCATED IN THE EVENT OF AN EMERGENCY.**
3. **OWNER 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. **CAMPERS, MOTOR HOMES AND OTHER SIMILAR "LIVE IN" VEHICLES MAY NOT BE PARKED OVERNIGHT EXCEPT IN AN AREA DESIGNATED BY THE PARK MANAGER. NO HOOK UP OR OVERNIGHT OCCUPANCY IS PERMITTED. MAXIMUM ALLOWABLE PARKING TIME IS FOURTEEN (14) NIGHTS.**

INITIALS \_\_\_\_\_

**J. 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) THE VESSELS 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 DOCKS**

**1) AT THE PRESENT TIME THERE ARE NO SIZE RESTRICTIONS FOR VESSELS ON THE RIVERFRONT DOCKS. WHEN FUTURE DOCKS ARE CONSTRUCTED, THE DOCK COMMITTEE/BOARD 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. DOCK REQUESTS AND ASSIGNMENT PROCEDURES**

- A) PERMANENT ASSIGNMENT IS RESTRICTED TO BOAT OWNERS HAVING QUALIFIED BOATS ON CORPORATE PROPERTY REQUIRING CURRENT REGISTRATION VERIFYING BOAT OWNERSHIP. IN THE CASE OF WATER CRAFT ON CORPORATE PROPERTY NOT REQUIRING REGISTRATION, OTHER PROOF OF OWNERSHIP MAY BE ACCEPTED BUT ONLY TEMPORARY DOCK ASSIGNMENT WILL BE MADE.**
- B) ANY SHAREHOLDER OF THE ASSOCIATION CAN MAKE A WRITTEN REQUEST TO THE DOCK COMMITTEE FOR A SUITABLE DOCK SLIP. THESE REQUESTS WILL BE PLACED ON THE DOCK REQUEST LIST BY THE ORDER RECEIVED AND THE LIST WILL BE POSTED IN THE CLUBHOUSE, WEBSITE AND IS ALSO AVAILABLE FROM ANY DOCK COMMITTEE MEMBER.**
- 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 DOCK, ONLY FOR A LARGER OR CLOSER TO THE RIVER SLIP. WHEN SHAREHOLDERS'S NAME COMES UP, THEY CAN ACCEPT THE AVAILABLE DOCK OR DECLINE. DECLINING MEANS YOUR REQUEST AND ITS SENIORITY IS CANCELED AND THE NEXT DATED REQUEST GETS THE OPTION OF ACCEPTING THE AVAILABLE DOCK. DECLINING SHAREHOLDER MAY THEN REAPPLY AND YOUR REQUEST WILL BE PLACED**

**AT THE END OF THE DOCK REQUEST LIST ACCORDING TO DATE RECEIVED.**

- E) ALL DOCK ASSIGNMENTS ARE MADE BY THE DOCK COMMITTEE. ANY REQUIRED CLARIFICATIONS WILL BE RESOLVED BY THE BOARD OF DIRECTORS.**
- F) IN THE EVENT A DOCK SPACE IS AVAILABLE AND A MEMBER NOT OWNING A WATER CRAFT BUT LOOKING TO PURCHASE WILL HAVE SIXTY (60) DAYS TO PURCHASE A QUALIFYING BOAT AND TO PROVIDE THE DOCK COMMITTEE WITH PROPER DOCUMENTS FOR THE CONTEMPLATED VESSEL REGARDING ITS SUITABILITY FOR THE AVAILABLE DOCKING. A NON-REFUNDABLE CHECK FOR TWO 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 COMMITTEE OF AN AVAILABLE DOCK 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. (OFF-SEASON IS DEFINED AS BEING BETWEEN MAY 1 THROUGH DECEMBER 1)**
- G) SHAREHOLDERS MAY HAVE ONLY ONE PERMANENT DOCK ASSIGNMENT. SURPLUS DOCK SPACE MAY BE USED FOR TEMPORARY DOCK ASSIGNMENTS. THE SECONDARY DOCK SPACE MUST BE VACATED UPON WRITTEN REQUEST FROM THE DOCK COMMITTEE: IN ANY CASE THERE IS A MAXIMUM OF TWO DOCKS PER SHAREHOLDER. NO MORE THAN TWO REGISTERED BOATS ARE ALLOWED ON CORPORATE PROPERTY AT ANY ONE TIME.**
- H) WHENEVER PERMANENTLY ASSIGNED DOCK SPACE IS NOT IN USE FOR ANY REASON, IT MAY BE TEMPORARILY ASSIGNED BY THE DOCK COMMITTEE.**

INITIALS \_\_\_\_\_

**PERMANENT ASSIGNMENT IS RESTRICTED TO QUALIFIED BOATS ON CORPORATE PROPERTY. IN CASE OF WATER CRAFT NOT REQUIRING REGISTRATION, PROOF OF OWNERSHIP IS REQUIRED AND ONLY TEMPORARY DOCK ASSIGNMENTS WILL BE MADE FOR SUCH WATER CRAFT.**

- I) ANY PERMANENT DOCK SPACE ASSIGNEE MAY RETAIN THEIR SPACE FOR SIXTY (60) DAYS WITHOUT A REGISTERED BOAT PROVIDED THEY ACQUIRE A REGISTERED, QUALIFIED BOAT BY THE END OF THAT TIME PERIOD.**
  
- J) ANY DOCK NOT USED BY SHAREHOLDER FOR TWO YEARS WILL BE CONSIDERED VACATED AND SHALL BE REASSIGNED BY THE DOCK COMMITTEE.**

**3. TRAILER / BOAT 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 TRAILERS ARE TO BE CLEARLY MARKED WITH THE SHAREHOLDER NAME AND UNIT NUMBER.**
  
- C) BOATS AND TRAILERS MAY BE STORED UNDER CARPORTS OR IN DRIVEWAYS OF SHAREHOLDER UNIT DURING THE OFF-SEASON. 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.**

INITIALS \_\_\_\_\_

**4. BOAT/DOCK FEES**

- A) ALL BOATS AND TRAILERS ON CORPORATE PROPERTY ARE SUBJECT TO FEES WHICH ALLOW THE SHAREHOLDER THE PRIVILEGE OF USING THE LAUNCHING RAMP, STORAGE AREA AND AVAILABLE DOCKING SPACE.**
- B) FEES ARE SUBJECT TO CHANGE AT THE ANNUAL BUDGET MEETING.**
- C) FEES VARY BY TYPE OF BOAT**
- D) SHAREHOLDER IS RESPONSIBLE FOR NOTIFYING THE TREASURER IN WRITING OF ALL CHANGES- ADDITIONS OR SUBTRACTIONS OF WATERCRAFT/TRAILERS -WITHIN TEN (10) DAYS OF THE CHANGE.**

**4. 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 TIDE VARIATIONS SO AS NOT TO HANG UP ON ANY OBJECTS.**
- B) BOAT OWNERS ARE RESPONSIBLE FOR PROPER TIE UP.**
- C) DOCKS MUST BE KEPT CLEAR FOR FOOT TRAFFIC AT ALL TIMES.**
- D) ACCESS TO THE EAST LAGOON IS LIMITED TO THE AREA BETWEEN UNIT #18 AND #19.**

INITIALS \_\_\_\_\_

- E) **RESPECT OTHER'S RIGHT OF USE.**
- F) **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.**

**5. MISSION OF THE DOCK COMMITTEE**

- A) **THE DOCK COMMITTEE WILL 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.**

**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**

- 1. **ALL MOBILE HOMES BEING SOLD MUST BE LISTED WITH THE PARK MANAGER, BUT NEED NOT BE SOLD THROUGH THE PARK. ALL BUYERS MUST BE APPROVED BY MANAGEMENT.**
- 2. **ALL PURCHASERS OF MOBILE HOMES FROM RENTERS WILL CONTINUE TO PAY RENT AT THE LEVEL BEING COLLECTED FROM THE RENTER UNTIL THE END OF MAY 31ST EACH YEAR. THEREAFTER, NEW RESIDENTS WILL PAY THE RENT LAST APPROVED BY MANAGEMENT.**

INITIALS \_\_\_\_\_

3. **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 HAN-OUT CONTAINERS PROVIDED FOR THAT PURPOSE MUST BE APPROVED BY THE BOARD OF DIRECTORS.**
4. **EXCEPT FOR OCCUPANTS OF MOBILE HOMES IN THE PARK AT THE TIME OF THE ADOPTION OF THIS AMENDMENT TO THE RULES AND REGULATIONS, OCCUPANCY OF A MOBILE HOME SHALL NOT BE PERMITTED UNLESS ONE PERSON IN SUCH MOBILE HOME SHALL BE FIFTY-FIVE (55) YEARS OF AGE OR OLDER, PROVIDED HOWEVER, ALL OTHER OCCUPANTS OF THE MOBILE HOME MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE. IN THE EVENT THAT ALL OCCUPANTS OF A MOBILE HOME WHO ARE FIFTY-FIVE (55) OF AGE OR OLDER SHALL DIE OR OTHERWISE DISCONTINUE OCCUPANCY OF THE MOBILE HOME, THEN THE PARK MANAGEMENT RESERVES THE RIGHT TO TERMINATE THE OCCUPANCY OF THE MOBILE HOME 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 IN THE PARK BEING OCCUPIED BY AT LEAST ONE PERSON FIFTY-FIVE (55) YEARS OF AGE OR OLDER.**
5. **IT IS THE SHAREHOLDER'S RESPONSIBILITY TO FURNISH A COPY OF THE MASTER FORM PROPRIETARY LEASE, THE ARTICLES OF INCORPORATION, THE BY- LAWS, 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.**

**M. PAYMENT OF RENT AND LATE CHARGES**

1. **RENT IS DUE AND PAYABLE IN ADVANCE ON THE FIRST OF EACH MONTH.**
2. **IF THE RENT IS NOT PAID BY THE 10TH OF THE MONTH, THERE WILL BE A \$1.00 PER DAY LATE FEE ADDED,**

INITIALS \_\_\_\_\_

**STARTING ON THE FIRST OF THE MONTH FOR WHICH THE RENT IS LATE.**

- 3. MAINTENANCE FEES ARE DUE ON OR BEFORE THE 10TH OF EACH MONTH. A \$5.00 LATE CHARGE WILL BE ASSESSED FOR EACH FEE NOT PAID BY THAT DATE AND ACCRUE MONTHLY UNTIL PAID.**
- 4. LATE CHARGES MAY BE WAIVED AT THE DISCRETION OF ANY MEMBER OF THE BOARD OF DIRECTOR'S EXECUTIVE COMMITTEE.**
- 5. RENTS ARE BASED ON TWO (2) PERSONS PER MOBILE HOME.**

**N. TENANT UPON LEAVING**

- 1. A TENANT INTENDING TO LEAVE MUST GIVE ONE MONTH'S NOTICE FOT CORPORATE MANAGEMENT APPROVAL AND ACTION, PRIOR TO DISPOSING OF OR MOVING THE MOBILE HOME FROM THE ASSIGNED CORPORATE LOT.**
- 2. IF A MOBILE HOME 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 MONTHS 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.**

INITIALS \_\_\_\_\_

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.**

INITIALS \_\_\_\_\_

I/we have read and understood the rules and regulations of the Riverbend of Naples Mobile Homeowners Association. I/we further agree to comply with these as well as all the applicable provisions of the by-laws and master proprietary lease.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

INITIALS \_\_\_\_\_