



RULES AND REGULATIONS RIVER CLUB AT CARLTON COMMUNITY ASSOCIATION INC.

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INTRODUCTION TO RULES AND REGULATIONS

River Club at Carlton Community Association, Inc. is a Florida not-for-profit corporation with responsibility for enforcing the provisions of the Declaration of Protective Covenants and Restrictions (Covenants), the Bylaws of the Association, and its Rules & Regulations. River Club is a deed restrictive community, and the Covenants and all amendments are recorded in the Public Records of Indian River County. Covenants and Rules & Regulations protect the rights of all owners, property values, preserve the beauty and character of the community, and advance the collective harmony and enjoyment of living in River Club

The Rules & Regulations for River Club are the guidelines for complying with the standards set forth in the Covenants, for example, use of the clubhouses and other amenities, residential improvements and the Architectural Review Process. They also include practical information about how owners access services, use amenities, and resolve disagreements such as the rules governing use of the pools, guest suites or clubhouses. Rules and Regulations are updated from time to time by the Board of Directors as policies and procedures evolve or as the laws governing HOAs are modified by the State of Florida.

I. USE OF AMENITIES

SWIM CLUB AND YACHT CLUB CLUBHOUSES

1. Footwear and shirts, or cover-ups, shall be worn at all times by persons, including children, in the Clubhouse.
2. Dripping wet clothing and bathing suits are not permitted inside at any time.
3. Children under the age of fourteen (14) shall be accompanied by an adult while in either Clubhouse.
4. Ice maker ice is primarily for Clubhouse use only, and filling of large ice chests is not permitted.
5. Use of either Clubhouse for private events must be pre-arranged with the Management Company. The "Reservation Request for Use of Clubhouse" application available on the TownSQ portal should be completed and submitted to management. Once approved, you will receive a confirmation email. Please note, to avoid noise disturbances for guests in occupied suites, Yacht Clubhouse parties must start after 10 a.m. and conclude by 10 p.m. For parties of 20 or more people, a cleaning fee of \$150 is required. For smaller parties, it is the responsibility of the host of the party to completely clean the Clubhouse by 10 am the day following the party. Any unusual cleaning (carpets, furniture) or damage repair is the responsibility of the owner host.
6. The refrigerator and freezer are primarily for use of persons using the Clubhouse or holding authorized events. Items needed for authorized events may be placed in the refrigerator or freezer 48 hours prior to the event and may remain there until 24 hours after the event. Temporary, day use of the refrigerator is allowed for persons while at the beach or at the pools. All items placed in the refrigerator or freezer are placed at your own risk. Do not disturb food or beverages left by others.
7. If furniture has been moved, all disturbed items should be returned to their proper location following use.
8. When entering and exiting the Clubhouses, please lock the door behind you.

SWIM CLUB AND YACHT CLUB POOLS

1. All persons using the pools or spas do so at their own risk.
2. Pool and spa area hours are from dawn to dusk.
3. All persons using the pools or spas must shower before entering.
4. No diving into the pools or spas is permitted.
5. Children under the age of fourteen (14) must be accompanied by an adult at all times.
6. All persons using pools or spas must be toilet trained or wear swim diapers.
7. Loud music is not permitted at the pools or spas.
8. Music or electronic programming of any kind must be used with earphones and kept to a level that does not disturb other residents or guests.
9. Please keep noise levels respectful of neighboring residences.
10. Owners may invite guests staying in their personal residence or in the Guest Suites to use the pools and spas.
11. Use of toys or flotation devices shall not interfere with the comfort of others using the pool.
12. Only Service Animals are permitted within the fenced pool areas.
13. Pool safety and cleaning devices are for maintenance and emergency use only and are not to be used or removed for any other purpose at any time.
14. No food or drink is permitted in wet deck area. Tables and chairs at the perimeter are provided for snacks and food.
15. Glass is not permitted anywhere. Drinks must be in securely sealed containers.
16. Owners/guests are responsible for cleaning their pool area, closing umbrellas, straightening chairs/chauses and placing trash in the provided receptacles.
17. Turn off spa and replace spa cover if available when finished.

FITNESS CENTER

1. The Fitness Center is for residents and guests only.
2. Use of equipment is at user's own risk.
3. Food is not permitted. Drinks in securely sealed, non-glass containers are permissible.
4. Access hours: 24 hours a day/7 day a week.
5. Fitness Center is not supervised or monitored.
6. Children under 14 are not permitted.
7. Wipe down all equipment before and after use with provided wipes.
8. Towels are required when using benches or mats.
9. Proper footwear and attire required—no open-toed shoes or wet swimwear.
10. Limit use of equipment to 30 minutes during busy hours.
11. Use headphones for personal music; keep noise to a minimum.
12. Do not drop weights on the floor; please re-rack them after use.
13. Use equipment only as intended and follow posted instructions.
14. If owner (s) uses a personal trainer, trainer must complete the "Waiver of Liability and Hold Harmless Agreement found under Forms on TownSQ. Signed forms must be on file with Property Management before trainer is allowed to provide services in the fitness center.

TENNIS COURT

1. Court is available to owners and their guests from dawn to dusk. Guests of owners may use the court without the owner's present only if they are residing in the Suites or in the owner's personal residence. Otherwise, guests who are not staying on property may not use the tennis courts unless accompanied by the owner.
2. The court may be used whenever it is available; however, those with a reservation have priority.
3. Two hours of court time may be reserved on the sign-up calendar at the Swim Club.
4. Unless accompanied by an owner, the minimum age to use the tennis court is fourteen (14).
5. Appropriate tennis footwear and clothing are required for all players.

KAYAK STORAGE AND LAUNCH

1. All owners must register their kayak(s) with the management company and affix a River Club decal to their kayak in order to utilize the kayak dock area, even if owners are not assigned a kayak storage rack. Registration will require the signature of each owner on the River Club Kayak Storage and Usage Agreement. No owner may utilize the area unless the storage and usage agreement is signed and received by the management company.
2. Due to the limited availability of space, only owners and their guests shall be permitted to utilize the kayak dock area of the Yacht Club. A guest, for purposes of utilizing the kayak dock area, is limited to those guests staying with owners in their homes or at the suites.
3. Only owners with an assigned and designated kayak space may be permitted to store a kayak on site. Unless an owner is assigned a storage space, owners and guests are required to remove their kayaks and all peripheral items including paddles, life vests, etc. from Yacht Club property immediately after use.
4. Usage of the kayak dock area will not be permitted following a serious weather event until the Management Company has determined that the dock area is safe to resume operation.
5. Kayak usage is limited to the hours between sunrise and sunset.
6. Owners and their guests shall limit noise in the kayak dock and storage areas to avoid disrupting any suite guests.
7. Owners and their guests shall dispose of all litter properly and no glass bottles or containers are permitted in the kayak dock or storage areas.
8. Owners and their guests assume all liability for their use of the kayak dock and storage areas and release and hold harmless River Club including the association of owners, officers, directors and members of all relevant boards or committees. River Club makes no representation concerning usage by any person of the kayak dock and storage areas.
9. Owners and Guests must abide by all laws promulgated for kayak usage by the State of Florida.

II. YACHT CLUB GUEST SUITES

The Guest Suites are for the use of Resident Owners/Tenants and their guests.

Please refer to the River Club's Town Square portal to review all pertinent documents related to the use of the Guest Suites. The following information is partial; complete information can be found on the portal and is subject to modification from time to time by the Board of Directors.

The check-in time is 4 pm on Fridays. Check out time is 10 am on Fridays.

GENERAL RULES

1. Host owners will be financially responsible for any damage or theft to the Suites during the period utilized by their guests.
2. Host Owner/Tenant must be in residence at all times during their guest's stay.
3. No pets of any kind are permitted in the Suites or Common areas.
4. Suites are smoke-free and a \$100.00 cleaning charge will be assessed for violation of this policy. A Visitor's Pass must be displayed in the vehicle windshield at all times.
5. Guests may use the main kitchen refrigerator and appliances; however, residents of River Club may also be using these facilities at any time.
6. Clubhouse common room must be kept neat and clean; no personal articles are to be left behind.
7. Clubhouse, pool, and spa area may be in use by residents at any time.
8. Remove personal food items from freezer/refrigerator prior to vacating suite.
9. All garbage should be bagged and placed in the main kitchen trash container.
10. A courteous noise level in common areas, pool, deck, spa and Suites must be maintained at all times.

BOOKING POLICIES

1. Host Owners/Tenants are required to make reservations and payment on behalf of their guests. They must be in residence during their guests' stay or be the actual guests if their property is an existing home being remodeled.
2. Reservations can be made by the same Host Owner/Tenant for multiple suites for up to four consecutive weeks or 28 nights except during the weeks of Thanksgiving, Christmas, and New Years when reservations are limited to a single week and a single suite.
3. Castle Group will release suites for booking on the first business day of the month six months in advance. The entire month opens at that time so you can book any week of that calendar month at that time.
4. **Reservation requests are processed in a first come, first served manner, based on a date and time-stamped e-mail submitted to Castle Group.** Requests should be made at least 14 days in advance. Last minute requests will be honored if space is available, and the deposit payment is made in advance of the stay.
5. Reservation requests will be confirmed by Castle Group upon receipt of the deposit payment and a fully executed Waiver and Hold Harmless Agreement with guest information.
6. If more than one e-mail request comes in for a specific suite and week, an alternative suite or week will be offered for consideration, or a waiting list will be created in case the initial reservation request is not confirmed.

DEPOSIT POLICY

River Club requires the Host Owner/Tenant to make 100% full prepayment of the anticipated total cost (quoted pricing). At this time, River Club will only accept a physical check for this payment. The fully executed Waiver and Hold Harmless Agreement with guest information must be received along with your payment within 14 calendar days of the reservation request or the reservation request is cancelled by Castle Group and the requested suite is released for booking. Checks should be made payable to River Club at Carlton Community Association and delivered to the management office or mailed along with fully executed Waiver and Hold Harmless Agreement to:

River Club at Carlton 700 N. Swim Club Dr. Vero Beach, FL 32963

CANCELLATION POLICY

- If a confirmed reservation is later cancelled by the Host Owner/Tenant, a full refund of the deposit payment will be made if the Host Owner/Tenant's e-mail is received by Castle Group at least one month prior to the anticipated check-in date. For example, December 30th for January 30th check-in.
- For cancellations within a one-month window, a 75% refund of the deposit payment will be made.
- Any refund will be made by physical check and may take a few weeks to process.
- There is no refund for no-shows.

KEYS

Host Owner/Tenant can pick up the keys to the Yacht Club and the suite at 4 pm on the day of the reservation at the guard house. He/she is responsible for escorting guest(s) to the Yacht Club and handing over one set of keys for use during their stay. The second set should stay with the Host in case guest(s) find themselves locked out of either the suite or the Clubhouse after hours when no guard is present at the guard house. Lost keys will be billed at \$50/set.

SUITE DESCRIPTIONS & PRICING

Pricing is for weekly rental from Friday check-in no earlier than 4 pm to the following Friday check-out no later than 10 am. Guests can stay for fewer than seven nights and can check in other than Friday during the week they have reserved, but the pricing remains the same. The pricing also remains the same no matter the season, the number of anticipated guests in the suite (with a maximum of 4), or the number of suites booked by the same Host Owner/Tenant during the same week when allowed. The components of the pricing are the weekly rental rate, a non-refundable \$25 processing fee, a 7% state sales tax, and 4% county tourist development tax.

**Note- The second-floor suites are accessible by elevator.*

Suite 1: \$1,026.75 per week

(\$900 rental + \$25 processing fee + \$101.75 taxes)

First floor one bedroom suite with terrace overlooking the wetlands. King bed and Queen sleeper sofa. Tub/shower. Full kitchen. Stacked washer and dryer.

Suite 2: \$804.75 per week

(\$700 rental + \$25 processing fee + \$79.75 taxes)

Second floor one bedroom suite with balcony overlooking the pool and Indian River lagoon. King bed and Queen sleeper sofa. Tub/shower.

Suite 3: 804.75 per week

(\$700 rental + \$25 processing fee + \$79.75 taxes)

Second floor one bedroom suite with balcony overlooking the pool and Indian River lagoon. Twin beds and Queen sleeper sofa. Walk-in shower.

Suite 4: \$804.75 per week

(\$700 rental + \$25 processing fee + \$79.75 taxes)

Second floor one bedroom suite with balcony overlooking the wetlands. King bed and Queen sleeper sofa. Tub/shower.

III. RESIDENTIAL IMPROVEMENTS/ADR APPROVAL AND REVIEW

All owners should be familiar with Section 8 of the Covenants “Provision for the Preservation of the Values and Amenities of River Club at Carlton.” This section outlines the architectural guidelines which protect the standards and beauty of our community. Prior written approval by the Architectural Design Review Committee (ADR Committee) is strictly required for all aspects of construction and landscaping projects (including, but not limited to, the nature, style, shape, height, materials, size, location, layout and exterior color) Without prior approval, no person shall:

- a) Construct, erect, install, alter, modify, renovate, remove or demolish any structure, improvement or addition of any type or nature on or to any non- condominium Dwelling Unit, including but not limited to buildings, houses, patios, porches, swimming pools, hot tubs, mechanical and electrical equipment, driveways, walkways, fences, walls, temporary or permanent signs, sewers, drains, or other improvements; or
- b) Plant, remove, alter, or modify any grass, trees, shrubs, landscaping or other vegetation on any non-condominium Dwelling Unit unless ADR approval is not required under Section 8.2.2.2 or any Corporate Easements; or
- c) Change or alter to any degree the grades of any non-condominium Dwelling Unit or Corporate Easements.

A, B, and C are collectively defined as “Improvements” or an “Improvement.” Depending on the complexity and size of the project, the applicant should provide ample time for review and approval. All procedures for review and approval of construction or landscape projects are found in the ADR Guidelines. **A copy of those Guidelines and the application can be downloaded from the Community Website or obtained from the Management Company.**

Owners are advised to consult the Property Manager or ADR Committee chair if they have any questions regarding whether approval is required for a contemplated project—before contracting for the project.

IV. COMMUNITY STANDARDS AND VIOLATIONS

The Board of Directors delegates to the Property Manager the responsibility for routine monitoring of general maintenance standards, safety, and behaviors that could adversely affect the community and its owners. The table that follows lists the focus of such monitoring. The emphasis is identifying situations that need improvement and working with owners to achieve compliance. It is on compliance, not punishment. Owners can be very helpful in keeping these focus areas in mind and helping to identify situations where speeding, harassment, or other behaviors, such as failing to comply with requirements for pets, are affecting the safety and quality of life in the community.

TABLE OF COMPLIANCE
(Applies to owners and their guests. Violations by guests are the responsibility of the Property Owner)
Home Maintenance Essentials 1. Roof Cleaning 2. Rust due to irrigation wells – removal from buildings, sidewalk, curbs (see detailed explanation below) 3. Mailbox - maintenance and repair 4. Mailbox – non-standard 5. Other property maintenance standards as set forth in the Rules & Regulations and covenants
Yard Maintenance 1. Removing and replacing dead and deteriorating trees and shrubs 2. Removing coconuts before June 1 of each year 3. Replacing dead grass and repairing unsightly turf patches 4. Failure to maintain an operable irrigation system. 5. Failure to irrigate as conditions and county rules recommend
Rules of the Road 1. Speeding over the posted speed limit 2. Failure to stop at stop signs. 3. Failure to give bicycles and pedestrians right of way. 4. Reckless or impaired driving (excessive speeds or unsafe driving)
Vehicles (see Section VII for more detailed explanation) 1. Parking violations 2. Unauthorized vehicles (RV's, boat trailer) 3. Golf Cart Operation by Unlicensed Driver
Pet Maintenance (see detailed explanation below) 1. Leashed or in enclosed yard 2. Not a nuisance or aggressive behavior 3. Domestic animals only 4. Not permitted in clubhouses or pool areas
Harassment, threatening language or behavior towards Management, Maintenance or Access Control Personnel
Damage and destruction of Common Property (including guest suites) through misuse, vandalism and noise disturbances.

PETS

Domestic Pets, defined as fish, small (caged) domestic birds, hamsters, gerbils, small turtles, guinea pigs, rabbits, dogs and cats are permitted subject to the following:

1. Dogs and cats must have an identification tag with owner's name and phone number, at a minimum.
2. Pets shall not be a nuisance to neighbors while walking or at any other time because of noisy, aggressive, destructive or other undesirable behavior.
3. Dogs and cats must be on a leash or in an appropriate enclosure while outdoors. No exceptions.
4. The owner or other responsible individual (an attendant) must accompany any pet walking in the Community.
 - a. The attendant for each pet walking in the Community shall remove and properly dispose of any solid waste produced by the pet.
 - b. The attendant and owner of any pet shall be strictly liable for damages caused by the pet.
5. Notify law enforcement when your pet is lost.
6. Any right of an owner to keep a pet may be revoked at the sole discretion of the Board if the pet should create or become a nuisance.
7. Pets are not permitted in the Swim Club, Yacht Club, Fitness Center, Guest Suites and Pool areas except for Registered Service Animals.

RUST STAIN REMOVAL

Homeowners using well water for irrigating their property are required to clean rust from driveways, sidewalks, community roadways and drains, mailboxes, lamp posts, and fences on their property, cable box covers, landscape, and home walls. Failure to do so, and after appropriate notice from Property Management, the community will arrange for rust removal, and the homeowner will be financially responsible and invoiced directly for this service.

VARIANCES

The Board shall be permitted (but not required) to grant variances to one or more owners from specific rules upon written requests for such relief and good cause shown in the sole opinion of the Board. Variances are not expected to be common, and any granting of a variance is not a waiver of any rule or the right to enforce such rule. In the case of any dispute about the meaning or interpretation of any rule, a decision of the Board shall be final.

NOTIFICATION AND SANCTIONS

Except for egregious violations such as unsafe driving or damage to property, the Board of Directors will generally issue letters informing residents of a non-compliant situation.

- **First Letter** - Identifies the violation and provides homeowners with the timeline and process to correct the violation. Homeowners are encouraged to provide a plan if correction cannot be accomplished in the timetable specified. Management performs a follow-up inspection based on the time allocated.
- **Second Letter** - If the violation has not been cured within the timeframe outlined in the first letter, a second letter is sent to the owner. The second letter shortens the time for compliance and outlines consequences of noncompliance.

River Club at Carlton is focused on helping all owners achieve compliance rather than issuing fines or other sanctions that are permissible under the Covenants and under FL state law. To issue fines or other sanctions, a Violations Hearing Committee will be appointed to provide the owner with a forum to present their argument against being fined or sanctioned. The process will comply with provisions of FL Law 720.305 governing HOA fines, suspensions and other sanctions.

V. SECURITY AND COMMUNITY ACCESS

1. No vendor will be allowed access to the Community prior to 7:30 am Monday through Saturday. Vendors must be off site by 6:00 pm. Vendors for emergency repairs may be given access at any time.
2. Moving vans will not be allowed access before 8:00 am Monday through Saturday and off loaded and off property by 6:00 pm. No moving vans will be allowed access on Sunday, New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Do not give third party vendors, contractors or acquaintances personal access codes or remote controls for front and back gates. If an attendant is in residence caring for a home or a pet, they may be granted temporary use of remotes but may not keep it when no longer in residence.
3. When using pedestrian gates, ensure gate is closed and secured after entrance/exit. Do not give pedestrian gate access code to people who are not residents, tenants, or guests of residents or tenants.
4. Gate Access Controls for Owners:
 - A. Owners must register their vehicle(s) to secure RFID stickers and remote control transmitters. Owners register with Castle Group Property Management Monday – Friday. A weekend or emergency contact is also available.
 - a. Registration requires submitting identification and vehicle information.
 - b. Owners receive RFID stickers and remote-control devices for the number of cars: they currently own and/or for which they have on site garage space.
 - c. Owners also select a unique 4-digit code to be used at keypad access boxes adjacent to the guard station and at the rear gate.
 - d. Reapplication is required when a vehicle is replaced. A fee is charged to replace lost stickers or remotes or transferring stickers or remotes to a new vehicle.
 - e. Gate Access for guests and service providers requires permission from gatehouse security personnel during staffed hours. During staffed hours, owners are encouraged to let the gatehouse know when you are expecting a guest or service provider. Other approaches for access include using the look up keypad adjacent to the Guardhouse and west gate and using a one-time owner issued code issued through the MyQ app.
 - B. Owners may not convey RFID stickers, transmitters or personal 4-digit entry codes to family members or service providers who do not reside at River Club. Owners who have regular caregivers or assistants should register these individuals and work with property management to determine the best regular access options. Owners are responsible for complying with the Guest Suite access policies set forth in Section II.

VI. SALES AND LEASE APPLICATION REQUIREMENTS

Effective April 1, 2024, all owners of property in River Club at Carlton are required to follow guidelines set forth in our Amended and Restated Declaration of Protective Covenants & Restrictions dated the 18th day of May 2016. Please refer to Paragraph 14 in its entirety.

Sales and Lease Applications can be found on the TownSQ portal under Documents in folder marked "Sales and Lease Applications." Applications for the sale or lease of homes are divided into sales or lease to an individual or those to be owned or leased by an LLC, Trust or other legal entity. Application being made by an LLC, Trust or other legal entity requires that the beneficial owner(s) be listed and most important for River Club is the requirement to list who will be living in the home. Additionally, there is a separate application for other transfers of title including Quit Claim Deed, Devise, Inheritance or Life Estate.

Sales and Leasing Applications Protocol

- A. Notice is given by the owner to the board of proposed sale or new lease as well as renewal of an existing lease.
- B. The appropriate application is submitted to Castle Group Property Management by proposed purchaser or lessee along with payment of application fee(s). If payment is not received, or application is not complete, application will be denied.
- C. The signed application includes an agreement that the proposed purchaser/lessee has reviewed all corporation documents and agrees to abide by all.
- D. In the case of a sale, a copy of the executed purchase and sale agreement listing all occupants of the unit must accompany the application.
- E. In the case of a lease or renewal of an existing lease, a copy of the executed lease agreement listing all occupants of the unit must accompany the application.
- F. Within 30 days of receipt of fully executed sales application, along with the required application fees, the Corporation must approve or disapprove applicant for good cause as stipulated in the Master Declaration. If approval or disapproval is not received within that timeframe, the transaction shall be deemed approved.
- G. Within 30 days of receipt of fully executed lease application, along with the required application fees, the Corporation must approve or disapprove proposed lease. If disapproved, the lease shall not be made. Any lease not authorized by the Corporation shall be void unless subsequently approved by the corporation. In no event shall a unit be occupied prior to the approval of this application by the River Club Board of Directors. Good cause is detailed in the Master Document Paragraph 14.5. 2.5.

VII. VEHICLES AND PARKING

This section describes certain vehicles that are prohibited from entering and parking on Corporation Property. It also outlines limitations and expectations for permitted vehicles. Our roads are private and River Club is permitted to set limits for vehicles using our roads to advance safety and prevent disturbances for all Owners. Parking or driving on any grass or landscaped areas is prohibited. For purposes of this rule, the parking restrictions established hereby shall not be applicable to private, assigned garage parking spaces.

Prohibited Vehicles. No commercial vehicle, trailer, boat, camper, van or truck (other than passenger pick-up trucks, sport utility vehicles, family-style vans, and other passenger vehicles used for personal transportation and which do not exceed the size of one (1) parking space) shall be permitted to park on any portion of the Corporation Property. The Board may adopt further rules and regulations from time to time regulating and limiting the size, weight, type, place and manner of operation of vehicles on Corporation Property and may designate specific rules and regulations for the marina or other designated areas.

1. Golf Carts. Golf carts are permitted to be used and parked on paved Corporation Property. Unlicensed drivers under age fourteen (14) are not permitted to drive golf carts on community roads without a licensed driver present on the cart.

2. Exceptions. The following vehicles shall not be subject to the parking restrictions outlined above and shall be entitled to park within designated parking areas on Corporation Property, subject to the restrictions and provisions contained herein:

A. Moving Vans. Moving vans shall be permitted to park on paved areas of the Corporation Property for the purpose of loading and/or unloading, but only for the period during which such loading and/or unloading is taking place. Moving vans are permitted on Corporation Property during regular business hours on Monday through Saturday. Moving vans are not permitted on Corporation Property on Sundays or between the hours of 8:00 PM and 8:00 AM.

B. Maintenance Vehicles. Maintenance vehicles, regardless of classification, necessary for the maintenance, care or protection of property within River Club at Carlton Community shall be permitted on Corporation Property during regular business hours, but only for the period during which such maintenance, care or protection is being provided.

C. Service and Delivery Vehicles. Service and delivery vehicles, regardless of classification, are permitted on Corporation Property during regular business hours, but only for the period of time necessary to render the service or delivery in question.

D. Vehicles for Handicapped Persons. Vehicles for handicapped persons are permitted on Corporation Property at any time. For the purposes of this subsection, the term "handicapped" is defined by applicable fair housing law.

E. Other Permitted Vans. Subject to the provisions above, a two (2) axle van is permitted to be parked on Corporation Property so long as such vehicle:

1. Does not contain any exterior commercial identification markings.
2. Does not exceed the manufacturer's standard height, width and length of the vehicle.
3. Complies with the following window limitations:
 - a. Window on the rear of the vehicle.
 - b. Windows on both sides of the vehicle adjacent to the first row of seating.
 - c. At least one (1) set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

F. Vehicles Owned or Controlled by Developer. Vehicles used in connection with the Developer's construction, marketing, sale or leasing activities are permitted on Corporation Property at any time.

G. Police and Fire Safety Vehicles. Police and fire safety vehicles are permitted on Corporation

Property at any time.

H. Tile Delivery Trailers. Trailer trucks with attached forklifts used for delivery of roofing tiles are not permitted on Corporation Property at any time. These trailers are required to park on A1A or Old Winter Beach Road to offload onto forklifts or smaller delivery vehicles. Owners are required to notify roofing contractors of this prohibition and to bear the additional expense of tile delivery.

3. Non-Garage Parking. Only Recreation Members, Guests, Visitors and Invitees shall be permitted to park outside of garages.

4. Classifications and Definitions.

- a) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Rule 3E above, a State registration or title classification shall have no bearing on determination of the classifications under the Rules.
- b) A commercial vehicle shall mean any motor vehicle which has an outward appearance of being used in connection with business.
- c) A truck shall mean any motor vehicle classified as a truck in accordance with subsection A above.
- d) A van shall mean any motor vehicle classified as a van in accordance with subsection A above and which has two (2) axles.

5. Restrictions on Use - The following restrictions also apply:

- A. No repair of a vehicle shall be made on Corporation Property except for minor repairs necessary to permit removal of a vehicle, unless made inside a Unit garage with the garage door closed. However, washing, detailing or waxing of a vehicle is permitted in designated areas of the Corporation Property. Notwithstanding the foregoing, the Board may determine from time to time that activities associated with boat use and maintenance are permissible within designated areas.
- B. No motor vehicle shall be parked at any time on grass or landscaped areas of the Corporation Property (except landscaping equipment as directed by the Board).
- C. **Motorcycle Operation:** Motorcycles are permitted on paved Corporation Property provided they are properly licensed and operated in compliance with applicable law. Operators shall proceed at low speeds and operate motorcycles in a quiet and orderly manner so as not to create excessive or unnecessary noise or otherwise disturb residents.

6. Removal of Vehicles. There may be times when vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas on Corporation Property. Upon reasonable notice from the Corporation, each Owner, Occupant, Guest and invitee shall remove their vehicle for the period requested or be in violation of this provision.

7. Alternative and Concurrent Remedies. Whether or not the Corporation exercises the Corporation's right to have a vehicle in violation of these Rules towed, the Corporation shall nonetheless have the right to seek compliance with the Rules by injunctive and other relief through the courts and/or any other remedy conferred upon the Corporation by law or by the River Club at Carlton Community Documents. The Corporation's right to tow shall in no way be a condition precedent to any other remedies available to the Corporation incident to the enforcement of the Rules.

VIII. RELEASE OF ASSOCIATION DOCUMENTS

River Club at Carlton strictly adheres to FL law requiring that certain types of business documents be readily available to all owners. TownSQ is maintained for this purpose. If owners wish to access other documents not available on TownSQ and not required by state law to be routinely available, the following guidelines and procedures are followed. These guidelines and procedures have been developed and approved by the Corporation legal counsel.

1. Persons entitled to inspect or copy:

Either the owner, or the owner's authorized representative, as designated in writing (hereinafter collectively referred to as "owner"), but not both concurrently, shall have the right to inspect or copy the official records pursuant to the following rules.

2. Association records are unavailable for inspection or copying.

All records identified by the FL laws governing HOAs, as inaccessible for inspection or copying, as amended from time to time, including but not limited to the following, shall be unavailable.

- a) Information obtained by the association in connection with the approval of the lease, sale, or other transfer of a unit.
- b) Personnel records of association or management company employees.
- c) Any medical information pertaining to unit owners that may be in the possession of the Association.
- d) Personal identifying and business information about owners other than that available by owner permission on TownSQ. Social security numbers, driver's license numbers, credit card numbers and so on used by the Association, are maintained in strictest confidence and only released with explicit owner permission.
- e) Electronic security measures that are used by the association to safeguard data, including passwords.
- f) The software, programs and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software. (For example, a unit owner is not entitled to "download" an entire QuickBooks file; that is, in this example, pursuant to a properly submitted inspection request, the Owner would only be entitled to inspect and copy a print-out of any of the Association's official records which are contained within such file, redacted as necessary.

3. Inspection and copying

- a) An owner desiring to inspect the Association's records shall submit a written request by certified mail to the Secretary or Property Manager of the Association. The request should specify the particular record whose inspection is desired, including pertinent dates or time periods desired for such inspection and state whether the request is for inspection or copying. The request must be sufficiently detailed to identify the record(s) desired to be inspected.
- b) Inspection or copying of records shall be limited to those records requested in advance, in writing.
- c) Owners may not submit: 1) more than one request for inspection or copying of *the same record* in a thirty-day period; 2) more than one two separate requests per month; 3) more than twenty-five (25) separate records at any one time, or; 4) requests requiring production of records exceeding 250 pages per request. If the owner's request exceeds these limitations, the Association shall provide records for inspection in the order requested by the owner up to the limiting factor. The owner shall be notified that the other records will be made available for inspection at another inspection session upon receipt of another written request of the Owner.
- d) All inspections of records shall be conducted at the Association's office or at such other locations as designated by the Association. No owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.

- e) The Association shall strive to make records for inspection available within the time- frames referenced in applicable FL law governing HOAs, unless a later date is desired by the requestor. The timeframe may be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable.
- f) Inspections shall be made only during office hours 8:00 a.m. to 4:00 p.m. on days the Association office is open.
- g) If a unit owner desires to obtain a copy of any record, the unit owner shall designate in writing which record is desired and as determined by the Board and the unit owner shall pay up to twenty-five cents (25 cents) per page for regular or legal sized photocopies, payable by personal check at the time the copies are requested at the inspection.
- h) The Association maintains a log detailing receipt and fulfillment of requests for records and information.

4. Manner of Inspection

- a) No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- b) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied.

IX. OTHER RULES & REGULATIONS

EMPLOYEES of THE CORPORATION

The Board shall be solely responsible for directing and supervising employees of the Corporation. Owners may not assign work to the employees. All such assignments come from an officer, generally the President of the Association.

LAWN SIGNS AND/OR ADVERTISING SIGNS

Advertising signs, including but not limited to real estate signs, leaflets, petitions or other written materials, shall not be distributed or displayed within the Community. Notwithstanding, the foregoing shall not apply to the preferred builders. All preferred builder signage must be approved by the ADR Committee in advance of its display.

GARAGE SALES

Garage type sales, including Estate Sales, moving sales and auctions shall not be permitted. Exceptions may include situations where a professionally managed sale is conducted (by appointment only), with prior Board of Director's approval. An application must be made to the Board at least thirty (30) days prior to the sale. The Board shall have sole discretion to permit such professionally managed sales.

TRASH AND RECYCLE SERVICES

- All garbage must be secured in plastic bags, deposited in garbage containers with secure lids, and placed at end of driveway no earlier than 6:00 pm the evening prior.
- All garbage containers must be returned out of sight by 6:00 pm on the day of pick up.
- Recycle containers must have secure lids and be placed at end of driveway no earlier than 6:00 pm the evening prior.
- Recycle containers must be returned out of sight by 6:00 pm on pick-up day.
- Yard debris should not be placed curbside before 12:00 pm Friday to Monday morning 6:00 am.

FLAMMABLE, COBUSTIBLE OR EXPLOSIVE FLUIDS, CHEMICALS OR SUBSTANCES

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Dwelling Unit or on Corporation Property, except as the board may designate for such use by appropriate rules and regulations, such as in the marina area or other designated areas.

EXTERIOR ANTENNAE

No exterior antennae, other than satellite dishes of no more than two (2) square feet of surface area that are screened from view, shall be permitted on buildings or improvements.

REMOVAL OF LANDSCAPE DEBRIS

The Contractor removes and hauls tree and shrub cuttings resulting from their trimming and cutback services. For removal of tree and shrub cuttings and other yard debris generated by the homeowner, homeowners are advised to place such cuttings and debris curbside between the hours of 8:00 am to 2:00 pm, Monday through Thursday and 8:00 am to 12:00 noon on Fridays. Cuttings and yard debris are not to be placed curbside over weekends (Friday 12:00 noon through Sundays at 5:00 pm) or on legal Holidays. Cuttings and yard debris generated as the result of the work of landscape maintenance services other than the River Club Contractor are to be removed by the homeowner or such other contractor and not deposited curbside for pick up by the Contractor.

Contractor does NOT provide curbside pickup and hauling of cuttings, branches, fronds or other landscape debris of Estate Homes. Removal of such landscape debris at Estate Homes is the responsibility of Estate property homeowner. Estate property homeowners are advised to not accumulate landscape debris at curbside for pickup and removal of landscape debris until the day that the Estate homeowner's landscape maintenance contractor is on-site at the respective Estate Home. By way of example, an Estate homeowner should not pile their landscape cuttings in public view on Friday afternoon when their regular yard maintenance service does not take place until the following Monday