

# **RIVERBEND CONDO ASSOCIATION & GOLF CLUB**

## **INSTRUCTIONS FOR SALE/LEASE**

### **SALES**

1. Owner fills out Intent Form to Sell.
2. Buyer completes and signs Membership Application and is provided a copy of the Riverbend Rules of the House.
3. Buyer shall submit Transfer Fees in the amount of \$100 to Riverbend Condo. Association and another check for \$100 to Riverbend Golf Club.
4. Buyer(s) shall complete and submit the Certificate of Appointment of Voting Representative.
5. Owner provides the office with a copy of the Contract for Sale and Purchase signed and dated by both the seller and buyer.
6. When steps 1 through 4 are complete we require 20 days for paperwork to be processed and to be approved.
7. Once approved the Certificate of Approval will be mailed to the Title Company or Realtor.
8. Please have the closing agent forward a copy of the recorded warranty deed to the office.

### **RENTALS**

1. Owner fills out Intent Form to Lease.
2. Lessee completes and signs Membership Application and is provided a copy of the Riverbend Rules of the House.
3. Lessee shall submit Transfer Fees in the amount of \$100 to Riverbend Condo Assoc and another check for \$100 to Riverbend Golf Club.
4. Lessee shall submit a Security Deposit in the amount of \$500 to Riverbend Condo Assoc for all leases.
5. Lessee submits optional Use of Golf Facilities fee payable to Riverbend Golf Club (see attached Disclosure).
6. The office is provided with a copy of the Lease signed and dated by the lessor and lessee(s).
7. When steps 1 through 6 are complete we require 20 days for paperwork to be processed and to be approved.
8. Once approved, original Letter of Approval will be mailed to the owner and a copy mailed to lessee(s)



# RIVERBEND CONDOMINIUM & GOLF CLUB

## MEMBERSHIP APPLICATION

(COMPLETE FOR SALE OR LEASE TRANSACTION)

NAME \_\_\_\_\_ SPOUSE'S \_\_\_\_\_

RIVERBEND ADDRESS Cluster \_\_\_\_\_ Unit \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

Tequesta, FL 33469 E-MAIL: \_\_\_\_\_

TELEPHONE NUMBER WHILE AT RIVERBEND (\_\_\_\_\_) \_\_\_\_\_

ADDITIONAL ADDRESS/PHONE \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

### BUYERS ONLY:

SOCIAL SECURITY # \_\_\_\_\_ SPOUSE'S \_\_\_\_\_

**Buyer/Lessee PLEASE SUBMIT FOLLOWING ALONG WITH COMPLETED APPLICATION:**

**\$100 Transfer Fee Payable To: "Riverbend Condominium Association"**

**\$100 Transfer Fee Payable To: "Riverbend Golf Club"**

**\$500 Security Deposit Payable To: "Riverbend Condominium Association"**

LIVED/RENTED HERE BEFORE? YES NO UNIT \_\_\_\_\_

RIVERBEND PERSONAL REFERENCE:

UNIT OWNER \_\_\_\_\_ CLUSTER/UNIT \_\_\_\_\_

**I HAVE READ THE RULES AND REGULATIONS OF THE ASSOCIATION AND IF I AM ACCEPTED AS A MEMBER WILL ABIDE BY THEM. I AM ALSO AWARE THAT THERE ARE NO PETS, TRUCKS, MOTORCYCLES OR WORK VEHICLES ALLOWED.**

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND COMPLETE AND HEREBY AUTHORIZE YOU TO MAKE ANY INQUIRIES NECESSARY TO EVALUATE MY PENDING TENANCY OR OWNERSHIP.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Mailing Address: Riverbend Condominium Association**

9300 SE Riverfront Terrace

Tel: (561) 746-1619

Tequesta, FL 33469

Fax: (561) 746-6195

**CERTIFICATE OF APPOINTMENT  
OF VOTING REPRESENTATIVE**

To the Secretary of **RIVERBEND CONDOMINIUM ASSOCIATION, INC.** (the "Association")

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Cluster \_\_\_\_\_  
Unit Letter \_\_\_\_\_ in **RIVERBEND CONDOMINIUM, a Condominium**, have designated

\_\_\_\_\_  
(Print Name of Voting Representative)

\_\_\_\_\_  
(Signature of Voting Representative)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles and Bylaws of the Association.

The following examples illustrate the proper use of this Certificate:

- (i) Unit owned by John Doe and his brother, Jim Doe. Voting Certificate required designating either John or Jim as the Voting Representative (NOT A THIRD PERSON).
- (ii) Unit owned by John Jones. No Voting Certificate required.
- (iii) Unit owned by Bill and Mary Rose, husband and wife. Voting Certificate needed.

This Certificate is made pursuant to the Declaration and the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED \_\_\_\_\_

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
OWNER SIGNATURE

**NOTE: As of 1/1/19, Martin County Sales Tax has increased from 6% to 6.5%.**

All condo owners who rent out their units seasonally are required to pay the 5% Martin County Tourist Tax and the 6.5 % Florida Sales Tax. If this applies to you, you need to get an application to set up an account:

Call - 1-772-288-5976

Download- <http://taxcol.martin.fl.us/ws/TDTabout.aspx>

Write- Martin County Tourist Tax  
Tax Collector  
3485 SE Willoughby Blvd  
Stuart, Florida 34994

Once they receive your application, they will assign you a tax number and send you returns to report your taxable rental income.

The Florida Sales Tax goes to:

Department of Revenue  
Benton Building  
337 N. US Highway 1  
Suite 207-B  
Ft. Pierce, Florida 34955-4255

1-772-429-2900

You will also need the appropriate forms from them.

**RULES OF THE HOUSE**

Riverbend is an established community that has developed a set of rules and regulations to allow individual independence while considering the common sense needs and concerns of people living in close quarters.

For everyone’s benefit, we expect you and your guests to follow these rules.

Be sure to acquaint your guests (and yourself) with the detailed regulations of both the Condominium Association and Golf Club found in the Riverbend telephone directory.

A few are highlighted below:

1. Appropriate coverups must be worn at all times on common premises.
2. Please obey 20 MPH speed limit and obey all stop and yield signs.
3. No pick-up trucks or commercial vehicles may park overnight.
4. No pets, please.
5. Only golf soft spikes are allowed.
6. No towels, garments, rugs, etc., may be hung from balconies or windows.
7. No open fires, barbecue grills, etc. are permitted on balconies or patios.
8. Please observe our Pool Rules posted at the Pool, i.e. no diving, glass or food in pool area.
9. Tennis requires appropriate attire and shoes and guests must register in Pro Shop and play with a member.
10. All refuse must be placed in appropriate receptacles and secured to discourage “wildlife”.

Thank you,

Riverbend Condominium Association, Inc.  
Board of Directors

I have read and understand the above Rules of the House and the attached Rules and Regulations Sections 1 through 20 of Riverbend Condo. Assoc., Inc. and agree to abide by them.

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

# RIVERBEND CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

## Preface

The purpose of these RULES AND REGULATIONS is the preservation and enhancement of the value and beauty of Riverbend Country Club. The following policies are intended to conform and accommodate special desires and needs of Riverbend, while at the same time strive to maintain the architectural integrity, uniformity and topographical harmony.

The Board of Directors, while charged with the responsibility to enforce policies uniformly, recognizes that individual tastes and styles may change or slightly deviate from the original intended character of the community.

Therefore, there is a need for the Board of Directors to establish uniform procedures, guidelines and enforcement policies for the protection of the owners.

We are all equally responsible for the comfort and well-being of our community. It is recommended that you advise the Manager in writing of any problems encountered concerning compliance with these rules and regulations.

Management, working under the direction of the Board of Directors, is responsible for enforcing all rules.

All owners and employees are asked to report rule violations to the administration office by filing a written report with the office. The names of the individuals reporting the violation shall be held in confidence.

## **DEFINITIONS**

Lessee: Person or persons who pay rent for the right to occupy a unit for a given period of no less than three months.

Guest: One who is a house guest for an overnight visit or immediate family

Day-visit Guest: One who is not a house guest for an overnight visit

Immediate Family: Mother, Father, Son, Daughter and Grandchildren

Common Elements: The portions of the condominium property not included in the units

Limited Common Elements: Those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units

## **SECTION 1 - USE AND OCCUPANCY**

- 1.1 No person shall use a condominium unit, the common elements, the recreational facilities or any other commonly used property, in any manner contrary to or not in accordance with the rules herein, or as published in the Bylaws of the Riverbend Condominium Association, Inc.
- 1.2 In case of conflict between the interpretation of the rule as published herein and the Declaration of Condominium and By-Laws, then the Declaration of Condominium and By-Laws shall govern.
- 1.3 Unit owners shall obey these rules and regulations and shall be responsible for the actions of their families, guests, lessees and household employees.

## **SECTION 2 - GENERAL INFORMATION**

- 2.1 When a unit is leased, the unit owner shall not have the right to use the common elements or the leased unit. Unit owners shall not park car(s) on the premises during the period their unit is leased.
- 2.2 In the absence of and with permission from the registered homeowners, members of their immediate families will be permitted to use the recreational facilities and to sign for all charges to the owners' accounts.

- 2.3 Appropriate attire including upper garments shall be worn at all times outside individual unit as well as on the patio or porches.
- 2.4 The Board will respond to one written question by certified mail, return receipt, per month per owner.

### **SECTION 3 - ENTRANCE, GATEHOUSE, ROADWAYS, OPEN SPACES**

- 3.1 All vehicles of owners and lessees regularly being driven or parked on the premises shall be registered with the Administration office and properly identified by a Riverbend tag or decal. No trucks, except those of providers of commercial services shall enter Riverbend after 5:00 P.M. Trucks or commercial paneled vans shall not park on Condominium premises overnight. Lessees shall obtain a decal valid for the duration of their lease. Guests shall receive a temporary pass valid for no longer than 2 weeks. Cars parked overnight without appropriate identification shall be treated as a violation. Temporary parking for trucks owned by guests shall be parked in an area designated by the Administration Office.
- 3.2 All owners, lessees, and guests shall come to a full stop at all stop signs.
- 3.3 Residents who are being driven by a non-resident shall have their driver stop at security in order to be logged in and to be given a pass by the guard.
- 3.4 The maximum speed throughout Riverbend is 20 mph. Drivers shall obey all signs.
- 3.5 Motorcycles and motorbikes may not be driven on the premises. Electric bicycles and wheel chairs are permissible.
- 3.6 Parking is not permitted anywhere on any of the roadways within the complex. Parking rights are limited to assigned parking spaces only.
- 3.7 No signs, advertisements, posters or flyers of any kind shall be displayed anywhere within the limits of Riverbend property without written consent of the Board of Directors.
- 3.8 Fireworks are strictly forbidden anywhere at Riverbend.
- 3.9 Soliciting of any kind on Riverbend property is strictly forbidden.
- 3.10 Each resident may designate two (2) guests with annual access. Owners must register in person at the administration office. Guests with access will still be required to identify themselves and get a pass at the guard gate for each visit.
- 3.11 Residents may call security to allow access by visitors. The guards will verify the identification of the resident using caller ID. If calling from a cell phone or location without caller ID, or if resident has blocked caller ID, then the request must be made in person at the administration office.

### **SECTION 4 - PARKING LOTS**

- 4.1 Each condominium unit shall be assigned one lettered parking space. The owner or lessee of each condominium shall occupy the parking space assigned to that unit October 1<sup>st</sup> through May 31<sup>st</sup>.
- 4.2 No one shall park more than two cars in Riverbend.
- 4.3 When away from the premises for an extended period of time (a month or more) the owner or lessee shall leave his/her car in its assigned place provided a set of keys is left at the Administration office. In the event of a maintenance or emergency situation the car will be moved to another location within Riverbend and returned to the assigned parking spot when available.
- 4.4 A vehicle that cannot operate under its own power shall not remain on the condominium premises longer than 24 hours.
- 4.5 Only emergency repairs shall be made to vehicles on condominium premises.
- 4.6 Only passenger cars, SUVs and non-commercial vans shall be assigned a parking space.
- 4.7 Boats, trailers and recreational vehicles (not including passenger vans) shall be parked off the property except for a 24-hour period to be used for loading or unloading and for no other purpose.



- 4.8 The Association and the Board of Directors shall not be responsible for any damage to vehicles while on the premises.
- 4.9 Guests shall park only in unlettered parking spaces, unless they are using their host's space.
- 4.10 The vehicles of owners, lessees or guests parked in violation of Riverbend parking rules may be towed from the property at the owner's expense.

#### **SECTION 5 - SIDEWALKS, STAIRWAYS**

- 5.1 The sidewalks, stairways and stairway mid landings shall not be obstructed or encumbered by any item. Nothing shall be placed in these areas including but not limited to bicycles, wagons, chairs, benches, tables, flower pots, etc. or any other object of a similar type or nature.
- 5.2 Golf shoes with metal spikes shall not be worn on Riverbend Property.

#### **SECTION 6 - BUILDINGS, EXTERIOR**

- 6.1 The maintenance and repair of building exteriors at Riverbend is a responsibility of the Riverbend manager and his maintenance staff. However, owners or lessees should promptly report any evidence of need for building exterior maintenance. Such reports should be made to the Riverbend Office.
- 6.2 No structural additions to or modifications of the common or limited common element of any condominium are allowed without submitting an **ARCHITECTURAL CHANGE REQUEST** and receiving written approval of the Board of Directors. These will include, but are not limited to, the following: painting, structural additions, hurricane shutters, screen enclosure, windows, and the installation of tiles (must be non-skid). An authorized paint coating for entrance landings is available through the administration office.
- 6.3 Garments, towels, rugs, etc. shall not be hung from the windows, balconies or from any other part of the building or exterior stone walls or trees. No clothesline or similar device shall be allowed on any portion of the condominium property. It is prohibited to clean rugs, mops, etc. by beating them on the exterior parts of the buildings.
- 6.4 The unit owner shall not plant or grow any type of plant, tree, shrubbery, or vine. The Landscape Committee, working with Management, will offer advice and approval of plantings of shrubs and trees by owners adjacent to their condominium. Grounds upkeep and plantings at Riverbend are the responsibility of the Riverbend manager and his staff. Changes and/or additions to the grounds or plantings (trees, lawn, bushes, hedges, floral plantings, etc.) may be suggested by owners to the Riverbend manager for consideration and approval.
- 6.5 The unit owner shall not permanently attach any furniture, carpet, plants or equipment on common elements, without prior approval from the Board or Directors. All tables or chairs on the outside of the unit shall be moved inside in the event of a severe storm warning.
- 6.6 The unit owner shall not erect an exterior antenna, satellite dish or aerial for any purpose.
- 6.7 Owners are responsible for replacement of bulbs in outside light fixtures that operate from within the unit. These bulbs shall not exceed 60w.
- 6.8 No open fires will be permitted anywhere on common property. The one exception is the allowance of Riverbend grills at the Clubhouse. When in use, grills must be tended to at all times.
- 6.9 Unit owners and/or lessees who plan to be absent during the hurricane season shall remove all furniture and other objects from the porch or balcony. Hurricane season is from June 1<sup>st</sup> to November 30<sup>th</sup>. Notice shall be sent by mail to each delinquent owner. Owners who do not remove furniture and other objects from patios when leaving for an extended period will be charged a \$100 fee to cover cost of removal. Articles left on porches and balconies can potentially become dangerous missiles. This does not include units utilizing hurricane shutters.
- 6.10 Owners, lessees and guests must be fully clothed or wear a cover-up over their bathing suit when outside their unit or walking and jogging on all common areas (parking lots, roads, outside porches, etc.). Men must wear shirts at all times.

- 6.11 Secular holiday decorations are allowed no further than the roof line to your unit and around the Cluster signs. Religious symbols may only be displayed on your limited common property, e.g. on your patio outside sliding or French doors, except for the attachment on the mantel or frame of the door of the unit of a religious object not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.

## **SECTION 7 - BUILDINGS, INTERIOR**

- 7.1 A unit shall be used only as a single family private dwelling.
- 7.2 Draperies, blinds, plantation shutters and curtains shall be white or ecru only, as visible from the exterior of the building. Under no circumstances shall materials such as aluminum foil, cardboard, etc. be permitted.
- 7.3 The unit owner shall not permit anything to be done in the unit that will obstruct or interfere with the rights of the other unit owners.
- 7.4 Care shall be exercised in the use of musical instruments, radios, television or other sound equipment so as not to disturb other residents. Dishwashers and washing machines shall not be operated between the hours of 10:00 P.M. and 7:00 A.M.
- 7.5 The unit owner shall not permit anything to be done or kept in the unit which will increase the rate of insurance on the condominium property.
- 7.6 For the mutual benefit and protection of condominium unit owners, the Association shall retain a key to each unit in the manager's office for emergency use only.
- 7.7 The unit owner shall not commit or permit any nuisance or immoral or illegal act in or about the condominium property.
- 7.8 No flammable or explosive fluid shall be stored in any unit or storage area except such small quantities as are required for normal household use.
- 7.9 Owners and lessees shall notify the office when leaving for an extended period of time.
- 7.10 CAUTION: Major and minor kitchen and laundry appliances should not be operated unless someone remains in the unit. This specifically applies to dishwashers, toaster ovens, washers, dryers, coffee makers, electric irons, etc.
- 7.11 The responsibility for maintenance, repair and replacement of all plumbing fixtures (toilets, sinks, water faucets, hot water heaters and piping), utilities (washers, dryers, stoves, etc.) and all electrical wiring and fixtures rests with the owner of the unit. The Riverbend office may be of assistance in identifying commercial sources for the type of maintenance needed.
- 7.12 Experience has demonstrated that hot water heater tank failure occurs unpredictably, causing extensive damage. Therefore, water heaters shall be replaced, by the owner, not later than 10 years from the date of installation, and the Manager notified of the change. The Manager will affix a HEATER REGISTRATION label to the heater. Note: The date of manufacture is indicated by the first four numbers in the serial number i.e.:1295823431 = December 1995.
- 7.13 The main water supply valve in a unit shall be shut off when the occupant expects to be absent for over 24 hours.
- 7.14 Installation of a non-carpet material on the condominium second and third floor must include a cork-like material as a sound abatement (the square root weight of the proposed material must be confirmed and approved by the supplier).

## **SECTION 8 – PETS AND SERVICE OR SUPPORT ANIMALS**

- 8.1 All animals such as dogs, cats and birds are forbidden in any part of Riverbend. No lessee or guest may bring a pet in, even for an overnight visit.
- 8.2 Wild animals shall not be offered food.
- 8.3 Animal owners must complete an Application Form certifying the animal meets all governmental standards for that animal including licensing and vaccinations.
- 8.4
1. Handlers must pick up all animal droppings and dispose of them in a tied plastic bag.
  2. The animal must not be allowed to threaten other residents of Riverbend.
  3. The animal must refrain from barking, making loud noises or creating a nuisance or unreasonable disturbance of any kind.
  4. Animals must be confined to the owners unit and must not be allowed to roam free.
  5. Animals must not be left unattended on patios or balconies.
  6. Pursuant to Florida Administrative code 64E-9.004 animals are not allowed within the fenced in area of the pool.

- 7. Animals must be on a leash whenever on common property.
- 8. Handlers are responsible for any damage caused by their animal or any damage caused by trying to remedy said damage.
- 9. Animals shall not be kept, bred, or used for any commercial purpose.
- 8.5 All persons with animals shall sign an agreement to indemnify the association and hold it harmless against loss or liability of any kind arising from their animal. They must also notify the association in the event they are no longer disabled or no longer require the accommodation.
- 8.6 Any infraction of these rules will be considered a violation of the compliance/nuisance provisions of Article XV of the Amended Declaration, and as such will be subject to all enforcement provisions which are available under the governing documents or applicable law including but not limited to fines and equitable remedies.

### **SECTION 9 - REFUSE DISPOSAL**

- 9.1 Food refuse shall not be placed in the dumpster. A food disposal appliance, in the unit's sink, shall be used to discard such refuse.
- 9.2 All other refuse shall be placed in suitable containers (e.g. bags), tied appropriately and placed inside the dumpster, except for recyclables.
- 9.3 After placing items in the dumpster, make sure the lid is closed tightly and secured with the chain to keep raccoons and rodents out.
- 9.4 When replacing appliances or furniture it is the responsibility of the unit owner or lessee to arrange for the removal of the old items and the cartons in which the new item came. Discarded appliances, household furnishings and construction or remodeling materials shall not be placed in dumpsters. Owners shall arrange for their removal by the supplier or contractor for the new material. Floor coverings (carpets, tile, vinyl) and large cartons are included in this rule. Owners are responsible for conferring with the Administration Office for the removal of discarded unwanted items which will not be removed by the supplier.
- 9.5 In accordance with our recycling program, a receptacle is provided for newspapers and magazines. Another is provided for rinsed glass bottles and jars, plastic beverage containers and soda bottles, aluminum (soda, beer, etc.) and tin cans. Caps shall be removed from all containers. Plastic bags are not recyclable.

### **SECTION 10 - EMPLOYEES**

- 10.1 Employees of the Association are not permitted to perform personal services nor to be detained from their assigned work, during regular working hours.
- 10.2 Employees are not permitted on the RWEC docks at any time.
- 10.3 Employees shall be instructed, directed and disciplined by the manager or the employee's immediate supervisor only. **Owners shall not issue orders or directions to the employees.**
- 10.4 Reports concerning the conduct, activities or work habits of an employee should be filed with the manager in writing.
- 10.5 All requests for work that is the Association's responsibility shall be made through the Administration Office. Requests by telephone will be accepted.

### **SECTION 11 - RENTALS AND GUESTS IN OWNER'S ABSENCE**

- 11.1 Rentals of less than three consecutive months are prohibited.
- 11.2 When the owner is not resident in the unit, its occupancy is limited to four non-consecutive periods each year. This includes use by non-paying guests of the owner. In the owner's absence no guest visit shall extend beyond two weeks in a 30 day period without prior approval of the Board of Directors. Lessees may not use or reside as a guest until the lease is approved.
- 11.3 Anyone occupying a unit in the absence of the owner shall register with the Administration Office. Damages by guests or lessees which cause expense to the Association shall be assessed against the unit owner.

- 11.4 Prior to leasing, the owner shall submit to the manager an Intent to Lease, a copy of a Riverbend lease and a Membership Application for the prospective lessee at least 20 days prior to occupancy. Lessees shall read all Riverbend **RULES AND REGULATIONS** and sign an acknowledgment that they understand and will abide by them. The lessee will be charged \$100 to cover administrative and processing expense.
- 11.5 All provisions of the Declaration of Condominium and By-Laws relating the rental of units shall be strictly enforced.
- 11.6 A lessee's automobile shall be registered with the administration office and have identification displayed.
- 11.7 A lessee shall not sublet the unit.
- 11.8 The lessee's family or guests shall not exceed occupancy by four adults in a one-bedroom unit, six adults in a two-bedroom unit or eight adults in a three-bedroom unit. These numbers shall be to accommodate guests for a limited stay of less than 15 days.

## **SECTION 12 – SALES**

- 12.1 Prior to a sale, the owners of record shall submit to the manager of the Association an Intent to Sell, a copy of the sales contract and a Membership Application for the prospective purchaser at least 20 days prior to closing. Buyers shall read all **Riverbend RULES AND REGULATIONS** and sign an acknowledgment that they understand and will abide by them. A fee of \$100 will be charged to the buyer to cover the cost of procedures.

## **SECTION 13 - COMPLAINTS**

- 13.1 All complaints are to be made in writing to the Administration Office.
- 13.2 Any complaint that cannot be resolved will be referred to the Board of Directors at its next regularly scheduled meeting.

## **SECTION 14 - BOATS**

- 14.1 Condominium premises are not to be used for the purpose of launching, removing, storing, cleaning or repairing water craft with the exception of the RWEC operating within their easement as described in the Articles of Incorporation.
- 14.2 Anyone causing damage to the shoreline, or areas adjacent thereto, shall be responsible for the cost to repair these damages.

## **SECTION 15 - CLUBHOUSE**

- 15.1 In accordance with Florida State law, smoking is prohibited in any interior part of the Clubhouse except the screened porch.
- 15.2 Riverbend owners, lessees and their guests shall have full access to the Clubhouse and its facilities from 7:00 A.M. to 11:00 P.M. Riverbend Golf Club members, North Passage Golf Club members, Golf Club Full members, Associate Golf and Tennis members, and their guests shall have full access for the completion of social activities related to golf and tennis only. Non-scheduled evening activities may take place until 11:00 P.M. provided they have been cleared with the House Chairperson and they do not interfere with any scheduled events authorized by the Board. Golf Club and tennis activities and other non-organized activities such as card playing, shall not interfere with Condo Association and authorized private functions and set up activities which have precedence on usage in all cases. All non-organized activities and other activities that have not been formally scheduled and approved must cease at 2:00 P.M. or move outside the clubhouse to the porch or patio when a committee for an authorized function needs access to the clubhouse for set up and preparation.
- 15.3 Children under 12 years of age shall be accompanied by an adult when in the main rooms of the clubhouse.
- 15.4 Persons wearing bathing suits are not allowed in the clubhouse, without a cover-up and foot wear. They may enter the locker and restrooms through the outside (downstairs) door, or through the porch door to gain access to the library in the card room, as long as proper cover-ups and shoes are worn.

- 15.5 No one shall enter the clubhouse, including the restrooms, in bare feet.
- 15.6 Duly constituted committees of the Condominium Association may reserve all or part of the Clubhouse at no cost.
- 15.7 Riverbend social groups or individual owners may reserve the Clubhouse for private parties after 5:00 P.M. provided that the use does not conflict with other scheduled activities. Reservation of the Clubhouse does not include the screened porch or the patio except for Riverbend socials and Riverbend paid parties. The patio is for the use of all Riverbend owners and lessees without reservation. The total number of people on the screened porch and patio is limited at any one time to less than 20. Preparations for private parties may take place prior to 5:00 P.M. with the permission of the House Chairperson. Private pool parties are not allowed.
- 15.8 There is a \$100 non-refundable fee for use of the clubhouse for private functions as well as a separate \$200 security deposit (a check) which will be held by the administration office until the clubhouse chairperson checks the clubhouse after the party. The \$200 check will be returned if all the conditions listed on the application are met.
- 15.9 The owner, lessee or committee authorized to use the Clubhouse shall be responsible for cleaning and restoring it to its original state.
- 15.10 Each owner that reserves the clubhouse for a private function must personally be in attendance before, during and after the function and shall be financially responsible for any damage to the Clubhouse or its contents by said owner or any of the owner's family, lessee or guests. Repair costs shall be assessed against the owner.
- 15.11 Clubhouse property shall not be taken from the clubhouse.
- 15.12 No signs, posters, advertisements, flyers or holiday decorations shall be displayed on the windows or walls of the Clubhouse or within the Clubhouse, exclusive of a singular Christmas tree without the consent of the Board of Directors.

#### **SECTION 16 - SWIMMING POOL**

- 16.1 The pool and pool area shall be open from 7:00 A.M. to 9:00 P.M.
- 16.2 Use of the pool shall be allowed lessees, house guests, day-visit guests, and owners as limited by rule 2.1. Day-visit guests shall be accompanied by their Riverbend hosts. Day-visit guests may use the pool once per week. No private pool parties shall be allowed.
- 16.3 Children under 12 years of age may use the pool only when accompanied by and during the presence of an adult member of their household.
- 16.4 No child under age three is allowed to use the large pool at any time.
- 16.5 Everyone shall shower before entering the pool (County health law). To prevent costly damage to filters and pump, everyone using suntan oil or lotion shall shower every time before entering the pool. Shampooing is not permitted in the pool shower.
- 16.6 Persons having any skin disease, sore or inflamed eyes, nasal or ear discharge, diarrhea, or any open sores, are prohibited by County health law from entering the pool.
- 16.7 Swimmers with hair of shoulder length or longer shall tie it securely if not wearing a cap. Clips, pins or hair cause expensive damage to filters and pumps.
- 16.8 Appropriate swim wear shall be worn. Cutoff jeans and undergarments are not permitted as bathing attire.
- 16.9 Persons using oils and lotion shall place towels on chairs and lounges.
- 16.10 Food and glass containers are prohibited in pool and pool area.
- 16.11 For the safety and peaceful enjoyment of all, inflatable mattresses, floats, scuba gear, and toys are not allowed in or around the large pool. Noodles or other devices used by adults for exercise and therapeutic purposes are allowed. No jumping or diving into the pool is allowed. Loud vocal games are not allowed.
- 16.12 Ashtrays are provided for cigarettes. Soda cans and other containers shall be discarded in trash collectors provided. Used diapers shall not be discarded anywhere in the pool area.
- 16.13 Pool area furniture shall not be reserved by individuals nor removed from the area.
- 16.14 Owners shall be financially responsible for damage to the pool furniture caused by them, their families, guests or lessees.

- 16.15 Bathers, including children, shall wear an outer garment (cover-up) when going to and from the pool area to their unit or auto.
- 16.16 Use of the pool is at the swimmer's own risk. Riverbend Condominium Association assumes no liability for injuries or damage to personal property.
- 16.17 When the lightning warning, which consists of 3 blasts on a warning device, is sounded everyone shall leave the pool and seek shelter. Swimming shall not resume until the all-clear prolonged note of the warning device is sounded.
- 16.18 To maintain a quiet and peaceful atmosphere, all cell phone calls must be initiated or answered outside the pool area and out of earshot of others.
- 16.19 During clubhouse activities, bathers are not permitted in the clubhouse. Use the outside stairwell for restrooms.

### **SECTION 17 - TENNIS COURTS**

- 17.1 Tennis courts will be open for play from 8:00 A.M. until 10:00 P.M. daily except for normal periods of maintenance.
- 17.2 With the exception of the times authorized for morning events, tennis courts may be reserved but not more than 48 hours in advance. Players shall reserve them by phone or in person at the pro shop before starting play. The names of all players shall be given when registering.
- 17.3 Reservations shall be limited to one hour for singles play and to 1 2 hours for doubles play but may be extended if no other players have signed up for a court at that time.
- 17.4 Players shall always wear appropriate tennis attire. Beachwear, cut-off jeans, halters or strapless tops are not permitted. Smooth soled tennis shoes only are allowed on the Har-Tru (clay) courts within the fenced-in court areas.
- 17.5 Tennis courts shall be used to play tennis only. All other activities are strictly forbidden on the courts. Children 10 years of age and under must be accompanied by an adult. Courts must be swept after use.
- 17.6 Owners shall register day guests when they reserve courts (either by phone or in person). Name and account number of host or hostess shall be given and names of all guests. Owners will be billed \$5.00 per day guest per day. Guest fees are good for play during the entire day subject to court availability. Immediate family and house guests are exempt.
- 17.7 Area residents and guests may play as a guest of a member and must pay the appropriate guest fee.
- 17.8 Riverbend will accept a limited number of associate tennis members on an annual basis with the year commencing November 1. Each application shall be approved by the Tennis Committee and the Riverbend Condominium Board of Directors. The associate members shall be subject to the same rules and conditions as condo owners, lessees and guests and shall have the same tennis privileges.
- 17.9 Players shall observe the rules as set down in the current U.S.L.T.A. Rules and Guide to Good Sportsmanship.
- 17.10 No liability is assumed for injuries or damage to person or property by the Riverbend Condominium Association.
- 17.11 When the lightning warning, which consists of 3 blasts on a warning device, is sounded players shall leave the courts immediately and seek shelter. Clearance to resume play will be a prolonged note on the warning device. Play shall not resume until such warning is sounded.

### **SECTION 18 - RIVERBEND SOCIAL & SPECIAL PROJECTS COMMITTEE**

- 18.1 The purpose of the Committee is to enhance the social life at Riverbend.
- 18.2 The Social and Special Projects Committee (hereinafter known as the Committee) shall consist of the House Chairperson and the Social Committee Chairperson.
- 18.3 The Chairperson of the Committee shall be appointed by the Board of Directors and said Chairperson shall then appoint the persons to head up the various activities.
- 18.4 The Committee shall be responsible for those activities agreed upon between the Committee and the Board of Directors. These activities may include such functions as Social Hours, and special event parties. Any specially scheduled Riverbend paid social functions may be open to Riverbend owners, lessees and their guests, North Passage Golf Club members, Golf Full members and associate members. For PAID social functions, Riverbend residents will have the

opportunity of signing up before golf club members and associate members, 72 hours prior to all other categories. A single Riverbend owner or lessee may bring one guest to all Riverbend paid social functions as well as Riverbend socials. The guest in this case does not have to be an overnight house guest or immediate family member.

Golf club members residing in North Passage, Golf Full members and all Riverbend Associate members may participate in Riverbend Clubhouse activities if agreed to by the individual Riverbend event Chairperson. Riverbend Social Hours are open to all North Passage golf members and Riverbend Associate members from April 1<sup>st</sup> through November 30<sup>th</sup>.

- 18.5 The Committee's responsibilities shall be the purchasing of kitchen supplies, cards and set-ups (for the monthly Social Hours). It shall be authorized to spend funds for Special Projects which will benefit the Riverbend Community. The Committee by majority vote shall determine on which projects it shall spend its money. For expenditures over \$150, with the exception of clubhouse supplies, it shall receive the prior approval of two members of the Board of Directors, normally the director responsible for the club house and the president.
- 18.6 The kitchen and all shelf supplies are for the use of the following organizations, which are open to all Riverbend members:
- a. Men's Club, Ladies Golf Association, Nine Hole Ladies Golf, Nine Hole Men=s Golf, Twilight Golf, Tennis Associates.
  - b. Activities under the Committee: Social Hour, Card Groups, New Year's Eve Party.
- 18.7 Clubhouse Rules are noted in Section 15.
- 18.8 The house chairperson shall be appointed by the Board of Directors and report to the director responsible for the clubhouse. The chairperson shall have the authority to appoint assistants. The house responsibilities shall be agreed upon between the director and the chairperson.

#### **SECTION 19 - MANGROVE TRIMMING**

- 19.1 Trimming or cutting of mangroves in and along the Northwest Fork of the Loxahatchee River adjacent to Riverbend is prohibited, unless the Association first obtains the required permit from the Florida Department of Environmental Protection.

#### **SECTION 20 - COLLECTION POLICY**

- 20.1 The due dates for quarterly maintenance fees are the first day of April, July, October and January and must be in the administration office no later than the close of business on the 15<sup>th</sup> of the month or they will be late.
- 20.2 On the 16<sup>th</sup> of April, July, October and January an administrative late fee will be applied at 5% of the delinquent amount. There is an additional charge calculated at the rate of 18% per year.
- 20.3 On the 30<sup>th</sup> day of April, July, October and January we will mail each delinquent owner a registered return receipt letter stating if the payment is not received by the 15<sup>th</sup> of May, August, November and February respectively the account will be turned over to our attorney for collection. At that time the owner will be responsible for a minimum of \$150.00 attorney collection fee and the account may be accelerated for the remaining fees of the fiscal year.
- 20.4 If the owner continues to be delinquent our attorney will file a lien against the condominium unit and the owner will be responsible for an additional \$300.00 attorney fee.

## **RULES ENFORCEMENT**

Enforcement procedures are as follows:

1. Letters will be sent for any infraction of the rules for tennis, swimming or clubhouse activities. Evidence of continued infractions shall be referred to the Board of Directors.
2. Letters will be sent for any infraction of the rules involving speeding, parking, signs, exterior of building, interior of building and pets. Failure to correct such infractions shall result in referral to the Association attorney for immediate action.
3. Letters will be sent to lessees or guests for any violations. Additionally, owners will be sent copies of such letters together with a report of any actions taken.
4. After 10:00 PM activities that would disturb neighbors, music, TV, parties etc. are not permitted. A warning shall be given by a Riverbend Security Guard. If such behavior continues, police shall be called by the guard.
5. Police shall be called for threats of violence or any other civil disturbance where the welfare of the community is threatened.



# RIVERBEND CONDOMINIUM & GOLF CLUB USE OF GOLF FACILITIES DISCLOSURE

Lessee(s) decide if they wish to play golf at the member rate or the guest rate.

|             | 18-hole<br><u>Cart Fee</u> | <u>Cost for Member #1</u> | <u>Cost for Member #2</u> |
|-------------|----------------------------|---------------------------|---------------------------|
| Member rate | \$ 18.55                   | \$600                     | \$300                     |
| Guest rate  | \$ 40.81                   | -0-                       | -0-                       |

The fee for use of the Golf facilities must be paid no later than 30 days before the 1<sup>st</sup> day of the lease. If the fee is not paid timely, the tenant must pay guest fees until the computer is updated. This fee is non-refundable.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**RIVERBEND CONDOMINIUM ASSOCIATION, INC.**

**\* LEASE AGREEMENT \***

This is a LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ concerning the premises described as follows: Riverbend Condominium unit \_\_\_\_\_, Tequesta, Florida 33469 (the Premises) between \_\_\_\_\_ (the Lessor) and \_\_\_\_\_ (the Lessee).

**WHEREAS IT IS AGREED AS FOLLOWS:**

1. LEASE AND TERM In consideration of the following promises and conditions, the Lessor hereby lease the Premises to the Lessees, to be used for residential purposes only, for a minimum three-month term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. At the expiration of this LEASE, Lessees shall surrender the Premises in as good condition as at the commencement of this LEASE, reasonable wear and damages by the elements excepted.

2. CONDITION OF PREMISES Lessees stipulate that they have examined the Premises at the time of this LEASE and they are in good order, repair, and a safe, clean, and tenantable condition.

3. RENTAL As rental for the Premises, the Lessees shall pay to the Lessor the total sum of \$\_\_\_\_. \_\_\_\_\_ This LEASE shall be at a rate of \$\_\_\_\_\_ per month, payable monthly on \_\_\_\_\_, mailed to the Lessor at \_\_\_\_\_. Payment received more than \_\_\_\_\_ days after the due date will be subject to a late charge of \_\_\_\_%. Tenants shall also be obligated to pay taxes on the rent when applicable in the amount of \$\_\_\_\_\_ with each rent installment with the rent for the full term of the lease. Landlord will notify Tenant if the amount of tax changes. (Not applicable for rentals longer than six months)

4. UTILITIES Lessees shall pay all telephone charges on a reimbursement basis to Lessor within 20 days of the receipt of the bill and a request for the amount due during this LEASE. The Lessees shall pay all electrical charges on a reimbursement basis to Lessor within 20 days of the receipt of the bill and a request for any amount due during the LEASE.

5. QUIET ENJOYMENT Lessees agree not to use nor permit the use of the Premises for any illegal, immoral or improper purposes; not to make or permit any disturbances, noise or annoyance whatsoever detrimental to the Premises or to the comfort and peace of any inhabitants of said building or its neighbors.

6. SECURITY DEPOSIT As security for any damages to the premises caused by Lessees or invitee or guest of Lessee during the term of this lease. Lessees shall give the sum of \$\_\_\_\_\_ to the Lessor on or before \_\_\_\_\_. The deposit will not bear interest. On expiration of the LEASE, the Premises are to be surrendered to the Lessor in as good condition as they are now, ordinary wear, decay, and damage by fire excepted, and the deposit shall be returned. If the cost of necessary repairs exceeds the amount of the deposit, the Lessees shall be responsible for and promptly pay the excess cost.

7. ASSIGNMENT or SUBLETTING This LEASE is non-assignable by Lessees. The Lessees shall

not sublet any part of Premises. With permission of the Lessee, the Lessor shall have access to the premises to make repairs, supply services and/or to show unit to potential buyers or renters.

8. PREMISES in a CONDOMINIUM ASSOCIATION The Premises are in a Condominium Association, and Lessees agree to abide by all the rules and restrictions noted in the Declaration of Condominium, and the Rules and Regulations of Riverbend Condominium Association and Riverbend Golf Club, Inc. These regulations include among others, matters relating to proper attire, parking and use of amenities.

Lessees understand an application for approval must be submitted to the Condominium Association and will pay the application fee. As this lease is conditioned on approval by the Board of Directors of Riverbend Condominium Association, Inc., Lessee and Lessor agree that should Lessee fail to comply with those obligations of Lessee as enumerated above, the Board of Directors may give written notice of such non-compliance to both Lessee and Lessor and determine that such lease is null and void for all purposes and further require the immediate vacation of the premises by Lessee. Should the Board of Directors determine that vacation of the premises is required, Lessee and Lessor, hereby agree to waive any action which either Lessor and/or Lessee may have against the Board of Directors as result of this determination.

9. PETS Lessee shall keep no domestic or other animals on or about the Premises.

10. DEFAULT; SEVERABILITY If Lessees fail to pay the rent or violate any provision of this LEASE, Lessees shall become "tenants at sufferance" thereby waiving all rights of notice to vacate the Premises and Lessor shall be entitled to re-enter and re-take possession immediately. If any installment of rent or utility bill remains unpaid for five (5) days after written notice of such non-payment has been given to Lessees, then the entire rent through the end of this LEASE shall become due at once and payable without demand and may be recovered by summary procedure or otherwise. In all proceedings under this LEASE for the recovery for rent or utility charges in arrears or eviction, by summary procedure or other action at law, Lessees shall be responsible for all attorney's fees, and costs of the action. No assent, expressed or implied, to any breach of any provision of the LEASE AGREEMENT shall be deemed to be a waiver of any succeeding or other breach.

11. GOVERNING LAW AND VENUE This LEASE AGREEMENT shall be construed under and governed by the laws of the State of Florida. Any legal action concerning this LEASE AGREEMENT shall be brought in the County Court or Circuit Court, Martin County, Florida. In the event legal proceedings are necessary, the Lessee shall be responsible for all costs resulting from such legal proceedings including a reasonable fee for Lessors attorney.

No additions or deletions may be made to the wording of this agreement by either the Lessee, Lessor or any third party, without the written consent of the Riverbend Condominium Board of Directors.

IN WITNESS WHEREOF, the parties have signed this LEASE AGREEMENT on the day and year first written above:

Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_