**South River Shores Association, Inc.**

**Rules and Regulations**

**March 2, 2024**

The Association being responsible for the safe operation of the community, and with no intent to restrict or confine, have adopted the following Rules and Regulations for the common good of all within the community.

1. Each member, their families, guests and invitees are, and shall be, governed by, and must comply with the governing documents of South River Shores Association, Inc. and the Rules and Regulations of the Association. The Board will consider exceptions on a case by case basis when request is submitted in writing in advance.
   1. Failure to comply with the governing documents, the Board may suspend a member’s rights for a reasonable period of time and may levy reasonable fines, not to exceed $100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. No such fine shall exceed $1,000 in the aggregate per incident. This does not apply to the imposition of suspensions or fines upon any member because of failure to pay assessments or other charges when due.
   2. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing. Hearings to be before a committee of at least three members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed (Statute 720.302 Paragraph 2 (a), (b).
2. )It is the responsibility of a new member, upon the transfer of title to a lot within South River Shores, to provide the Secretary, in writing, their full names, addresses and telephone numbers for the summer and winter seasons. It is further requested that each new and existing member provide the name and phone number of a local individual whereby and member of the Board of Directors/Officers of the Association can call in the event of an emergency.
3. Nonpayment of regular annual assessments that are delinquent in excess of 30 days shall result in the suspension of the member’s voting rights. This may result in a lien, and shall accrue interest at the rate of 18% per annum in accordance with the Declaration of Covenants and Restrictions. In addition, a late fee for administrative costs not to exceed the greater of $25 or 5 percent of the amount of each installment that is paid past the due date shall be applied.
4. No signs are permitted other than construction signs, security systems and others required by law, i.e .permits. This includes “For Sale” signs.
5. No dwelling shall be leased (1) for a term of less than 120 days or (2) more than one time in any 12 month period. The Owner of the dwelling shall remain responsible for all assessments and for the keeping of all covenants set forth in this Declaration, the Articles of Incorporation, By-laws and Rules and Regulations of the Association. A violation of any provision of any of such documents by the tenant shall also be a violation by the Owner. Before taking possession, each tenant shall sign a statement provided by the Association that acknowledges that they have been provided with a copy of each of the above documents, have reviewed them, and agree to comply with the provisions set forth therein.
   1. Tenants shall be limited to one (1) or more persons related by blood, adoption or marriage, or, no more than two (2) unrelated persons occupying the whole of the dwelling unit as a single housekeeping unit.
   2. Vehicles owned or operated by tenants shall be parked within the garage at all times to the extent possible.
   3. If the garage is fully utilized by parked vehicles no more than two (2) other vehicles, owned or operated by renters, shall be parked in a driveway.
   4. Visitors to homes occupied by renters shall be limited to no more than one (1) period of 30 consecutive days per year wherein they may reside in the unit.
6. There shall be no excessive noise or disturbances between the hours of 10:00PM – 7:00AM weekdays (Monday through Saturday). On Sundays and holidays, there shall be no excessive noise or disturbances. Commercial construction is allowed only between 7:00AM to Sundown, Monday through Saturday unless there it is a special permit from the City of Port St. Lucie.
7. The speed limit of 25 MPH must be adhered to.
8. Any damage to common areas by members, their families, their guests, or contractors shall be the financial responsibility of the member of the residence involved.
9. The common areas are not to be used as parking facilities for members, their families, their guests or contractors/service people.
10. No parking allowed on North side of the street. Parking is on homeowner side of street only and no overnight parking is allowed.
11. All undeveloped lots are privately owned and may not be used for storage of, or parking thereon, of any type of trailer, truck or vehicle, without prior written permission from the lot owner having been filed with the Secretary for each occurrence.
12. Members may retain, on their property, recreational vehicles, including trailers, boats, trucks, campers, golf carts, etc. for seven (7) sequential days.
13. Plantings and/or landscaping of any kind is prohibited in the common areas except as designated and approved by the Board and as further described in the Declaration of Covenants and Restrictions.
14. All landscaping shall be maintained in a manner not to be substandard to those landscaping schemes summitted originally for approval to the ARC or Association, i.e., mowing. weeding, trimming, and pruning must be maintained for the beauty and pleasure of the community.
15. Undeveloped lots must be mowed in the following manner.

April – September: Every 60 days

October – March: Every 90 days

Should a member fail to comply, the Board will make arrangements for the mowing and submit the bill to the member. If payment is not received within 30 days from the date of billing, the bill will be delinquent. Voting rights will be terminated until such time as all fines and fees are paid in full.

1. The adjacent canal bank to every member’s lot shall be cut in the following manner:

April – September: Every 60 days

October – March: Every 90 days

Should a member fail to comply, the Board will make arrangements for the mowing and submit the bill to the member. If payment is not received within 30 days from the date of billing, the bill will be delinquent. Voting rights will be terminated until such time as all fines and fees are paid in full.

1. In the event any of the Supal palm trees on the backside of a member’s property die, it is the responsibility of the member to replace said palm tree(s) with like size trees.
2. All animals walked outside of any residence shall be leashed or within an invisible fence. No pet owner will allow a pet to relieve itself on any other owned property. Use of the common grounds is allowed for purposes allowed but all such excrement must be picked up.
3. The Carpenter Street service gate is to be closed at all times. It is the responsibility of each resident to open and close the gate for his or her construction workers, deliveries, service people, etc.
4. Official HOA records may be inspected and copies made available to members, or their authorized agents, by appointment, within ten (10) business days upon receipt of a written request for access. Requests for financial records should be directed to the Treasurer, and requests for Association records should be addressed to the Secretary. The fee for photocopying shall be $.25 per page.
5. There shall be no airborne fireworks set off within the confines of South River Shores.
6. The maximum length of trucks allowed to operate on SW River Shore Drive is 40 feet. Due to the limited turning radius of the two entryways into South River Shores, trucks over 40 feet risk the potential for serious damage to the roads, landscaping, or private driveways and lawns. Reference Rule 9 above, receiving members are responsible for damage caused by delivery vehicles.