

# Soundings Homeowners Association

## Summary of

## Document Provisions

## Regarding

## Prohibited Activities, Rules and Regulations

Revised October 12, 2011

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## INTRODUCTION

In order to help residents understand some of the key requirements of living in The Soundings at River Bridge, the following summary has been prepared. The various documents, rules and regulations are designed specifically for the basic purpose of protecting the rights and well-being of residents and their property, and to promote harmonious relations among all residents.

This publication is an abstracted summary of such Prohibited Activities, Rules and Regulations affecting the homeowners, residents, tenants, and/or guests of The Soundings at River Bridge. It is not intended to, and does not, replace or interpret the governing documents which are referred to herein.

### **SOUNDINGS PROHIBITED ACTIVITIES, RULES and REGULATIONS:**

#### **Soundings Rules: adopted by the Board of Directors:**

There are four sources for the provisions abstracted below. The order of precedence and the abbreviations used in the references are:

A. Declaration of Protective Covenants and Restrictions for River Bridge (**River Bridge Declaration**)\*

B. Rules and Regulations for River Bridge Property Owners' Association (**River Bridge Property Owners' Association Rules and Regulations**)\*\*

C. Declaration of Protective Covenants and Restrictions for the Soundings Homeowners' Association at River Bridge, Inc. (**Soundings Declaration**)

D. Prohibited Activities, Rules and Regulations for Soundings Property Owners' Association (**Soundings Summary of Document Provisions**)

This document does not address issues or legal requirements beyond the scope stated above. Homeowners are referred to the governing documents for these and all other circumstances addressed in them. For example, most matters of ownership, maintenance, governance, administration, or voting are not addressed herein. Homeowners are advised that the legal documents they signed upon acquisition of property in the Soundings at River Bridge, and the rules and regulations adopted by the Board of River Bridge and the Board of the Soundings all define many more aspects of rights and responsibilities, and have priority over this summary publication.

*\* Second Amended and Restated Declaration of Protective Covenants and Restrictions for River Bridge effective January 28, 2006, distributed to all owners in 2006.*

*\*\* River Bridge Property Owners' Association Rules and Regulations were revised June 1, 2010.*

## **GENERAL**

### **River Bridge Declaration Article XIII:**

Section 1. General. Nothing shall be done on or in any Parcel or Residential Unit which may be or may become an annoyance to the Master Association or to any of its Members, or to the Owners and residents of River Bridge. In the event of any question as to what may be or may become an annoyance, such question shall be submitted to the Board of the Master Association for a decision in writing. The decision of the Master Association shall be final.

### **River Bridge Rules:**

You are directed to the provisions under PART 1, section II. entitled GENERAL RULES. As of the June 1, 2010, publication of this document, there are statements of both general and specific provisions described. Some of these are prohibited activities.

### **Soundings Declaration Article XIII:**

Section 1. General. Nothing shall be done on or in any Lot or Residential Unit which may be or become an annoyance to the Association or any of its Members, or to the Master Association or to any of its members, or to the Owners and residents of River Bridge. In the event of any question as to what may be or become an annoyance, such question shall be submitted to the Board of the Association for a decision in writing. The Board of Governors shall have the right to review, overrule or modify the Board's decision.

## **ANIMALS**

### **River Bridge Declaration Article XIII**

#### **Prohibited Activities:**

Section 2. Animals. Under no circumstances shall animals be permitted within the Common Area of River Bridge, unless in a section of the Common Area expressly designated for their use by the Board. The Board may from time to time adopt rules regarding animals.

#### **River Bridge Rules: RESIDENTIAL USE GUIDELINES VII:**

4. Pet Rules Rules A. thru F. are specifically applicable (but not limited to) the RBPOA revocable agreement, control of, permissible areas, pickup and disposal of waste, guest pet control, resident pet owner responsibility for damage, and agreement revocation. The specific River Bridge rules are not provided herein. Your attention is directed to the adopted River Bridge Rules and Regulations and Revocable License Agreement.

#### **River Bridge Rules: RECREATIONAL FACILITY USE VIII:**

1. Pool Area A. Animals are not permitted within the clubhouse or pool area or within the common areas, except as may be specifically authorized by the Board of Governors. Service animals are permitted.

4. Tennis Court Rules J. Pets are not allowed on the courts.

### **Soundings Declaration Article XIII:**

Section 13. ANIMALS AND PETS. Only common household pets may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as

may be promulgated from time to time by the Board. Under no circumstances shall animals be permitted within the Common Area, unless in a section of the Common Area expressly designated for their use by the Board.

**PETS:**

**Soundings Rules: adopted by the Board of Directors:**

Pets - Pets such as dogs and cats shall be limited to no more than a total of two dogs, or two cats; or one dog and one cat.

There are no size or weight restrictions on dogs.

Pet owners may allow their dogs/cats to perform bodily functions within their own back yard, and must clean up the resultant fecal matter.

Pets - It is prohibited to release a pet animal into the wild environment.

**COMMERCIAL ACTIVITIES:**

**River Bridge Declaration Article XIII:**

Section 3. COMMERCIAL ACTIVITIES No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto as are more particularly defined in the Residential Use Guidelines for River Bridge, except as may be authorized by the Board of Governors in connection with the promotion and sale of Residential Units and Parcels at River Bridge, or as may be permitted under the P.U.D. Agreement.

**River Bridge Rules: RESIDENTIAL USE GUIDELINES VII**

**COMMERCIAL ACTIVITIES:**

1. The entire property will be used only for residential purposes and purposes incidental thereto as defined by **Article XIII** of the Amended and Restated Declaration of Protective Covenants and Restrictions for River Bridge.

A. The purpose of the above, and the following guidelines, is to limit commercial activities in residential areas.

B. Examples of activities which are residential in nature and considered incidental to residential purposes and not commercial activities, will be those which do not:

- i. Result in any increase in traffic on the subject property.
- ii. Require use of any commercial vehicles.
- iii. Result in any solicitation on the subject property.
- iv. Require any potential increase in insurance, either on the subject property or on an unimproved lot.
- v. Require the use of any materials, which may be considered hazardous or toxic, and may cause a potential nuisance on the property or potentially increase insurance rates.
- vi. Result in any increase in noise on the property, which may be considered a nuisance.
- vii. Include any signs on the lot or in the dwelling or any other exterior evidence that the property is being used for any potential non-residential purpose.

C. Permitted residential activities or uses, which do not violate any of the above examples and are incidental hereto, may include, but are not limited to the following:

- i. Artists and Sculptors.
- ii. Authors and composers.
- iii. Dressmakers, seamstresses and tailors.

- iv. Home crafts, such as model making, rug weaving, and lapidary work.
  - v. Office facilities, i.e. use of a home computer, telephone or telecopier (fax).
- D. Only the residents of the Property may practice the above approved activities.

**Soundings Declaration Article XIII:**

Section 2. Commercial Activities. No portion of the Property shall be used for other than residential purposes and purposes incidental or accessory thereto as are more particularly defined by the Master Association, except as may be authorized by the Developer in connection with the promotion and sale of Residential Units and property at River Bridge, or as may be permitted under the P.U.D. Agreement.

See also **Soundings Declaration Article XIII: Section 12. Signs** (page 19)

**MOTOR BOATS, SWIMMING and FISHING:**

**River Bridge Declaration Article XIII:**

Section 4. MOTOR BOATS AND SWIMMING. All motor boats and other motor powered vehicles shall be expressly prohibited for use in the waterways at River Bridge, excepting those which are electrically powered. There shall be no swimming in the waterways at River Bridge.

**River Bridge Rules: IRRIGATION and USE OF WATERWAYS: Article VII:**

3. B. Pursuant to Article XIII, Section 4, of the Declaration of Protective Covenants and Restrictions for River Bridge, all gasoline engine motorboats and other such vehicles are expressly prohibited from use in the waterways of River Bridge. Electrically powered motorboats may be used. Swimming or wading in any waterways within River Bridge is strictly prohibited.

3. C. Fishing is not permitted in our lakes. It is illegal to catch and remove the grass eating carp from the lakes.

**Soundings Declaration Article XIII:**

Section 3. MOTOR BOATS. All motor boats and other motor powered vehicles shall be expressly prohibited for use on the waterways at River Bridge, excepting those which are electrically powered.

**PARKING:**

**River Bridge Declaration Article XIII:**

SECTION 5. PARKING. All boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, golf carts, motor bikes, pickups (any vehicle with an open bed, regardless of classification by any entity) or similar vehicles, or commercial vehicles (the commercial nature of the vehicle shall be determined by the Board of Governors and may include, but not be limited to, any commercial lettering, vehicles used to carry supplies, tools, equipment, merchandise, or materials, or other criteria adopted by the Board of Governors), or trailers, whether of a recreational nature or otherwise (collectively, "Prohibited Vehicles") are expressly prohibited from being parked throughout River Bridge, except as noted below. If there is any question as to a vehicle's classification, the Board of Governors shall make a final determination.

Prohibited Vehicles may be parked in connection with permitted construction and repairs or for delivery purposes between the hours of 7:00 a.m. and 7:00 p.m.

Four wheel passenger vehicles such as sport utility vehicles (SUVs), passenger vans (multi-use vehicles), which have windows on all sides and front and back seats are not Prohibited Vehicles under this article.

At all times, Prohibited Vehicles shall not be parked in any of the Common Areas, Streets and Streetscapes, including, but not limited to River Bridge Boulevard, Lands End Drive, Meadowlake Drive and Arbor Lake Road, or within any Sub-Association and on any lot within said Sub-Association except that these vehicles may be kept upon the property if parked or stored within a residential unit (garage) or as permitted below in any Sub-Association where there are no garages.

Prohibited Vehicles may be kept in River Bridge if parked or stored within a residential unit garage if the Sub-Association's governing documents provide said authority. Absent said authority in the Sub-Association's governing documents, these vehicles shall be prohibited from parking on the Sub-Association's property or lots.

In cases of special needs, Prohibited Vehicles may be permitted to park, for temporary periods, in areas as may be designated, from time to time, by the Board of Governors. Said permission shall be authorized by the Property Manager.

In the event that a Sub-Association's restrictions are less restrictive than the restrictions set forth in this Article, the restrictions in this Article shall supercede and prevail over the Sub-Association's restrictions.

Any vehicle parked in violation of **River Bridge Declaration Article XIII**, may be towed at the vehicle owner's expense.

## **PARKING**

### **River Bridge Rules: Article IX:**

Section 1. spells out the requirements for RV/CAMPER PARKING

### **Soundings Declaration Article XIII:**

Section 11. **BOATS, MOTOR VEHICLES AND TRAILERS.** No boats, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go carts, motor bikes, or other motor vehicles or trailers, whether of a recreational nature or otherwise, except in connection with construction, development or sales activities permitted under this Declaration, not including four-wheel passenger automobiles, shall be parked or stored on the Property except within a Residential Unit or designated parking areas, unless for temporary periods when lawful and permitted work is being conducted on the property (e.g., deliveries or repairs to a Residential Unit), but in no event overnight, and except for such four-wheel non-commercial vehicles that the Association shall specifically approve in writing prior to their being placed, parked or stored on the Property. No maintenance or repair work shall be performed on or upon any vehicles, except within a Residential Unit and totally isolated and obscured from public view. In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section and the right to tow away or cause to be towed away any boat, motor vehicle, trailer or other prohibited vehicle placed, parked or stored within the Property in violation of this Section. The amount of the fines and procedures for towing shall be established by the

Board in its sole discretion. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member and shall become a lien upon his Lot or Residential Unit and shall become effective, enforced and collected in the manner provided in **Article X**.

**OVERNIGHT PARKING:**

**Soundings Rules: adopted by Board of Directors:**

Vehicles may not be parked on the street overnight. If, for any reason, there is a need to request an exemption, such a request shall be in writing to the Soundings Board of Directors.

**PICKUP TRUCKS:**

**Soundings Rules: adopted by Board of Directors:**

Non-commercial pickup trucks, with no commercial lettering or installations such as ladder racks, which are rated less than one ton and have a matching, hard-bed cover installed may be parked on the Property overnight.

**GOLF CART OPERATIONS:**

**River Bridge Rules: GOLF CARTS - Part VI:**

The River Bridge POA as owner of the roads within the community and as the party responsible for the safety and welfare of the residents has established the following regulations regarding the use of golf carts.

- 1) Drivers of golf carts must be at least 16 years old and have a valid driver's license.
- 2) There are golf cart equipment requirements, see River Bridge Rules.
- 3) To operate a golf cart after dusk, or before dawn, additional equipment requirements have been established, See River Bridge Rules.
- 4) The POA will issue a permit that will be affixed to the golf cart.
- 5) Golf cart operators must follow all traffic laws.
- 6) Golf carts are to follow the same rules for parking as automobiles.
- 7) Golf cart operators must pull to the side to allow cars to pass.
- 8) Golf carts should not be operated on the sidewalk.
- 9) Permission to operate a golf cart is non-transferrable.

Members operating golf carts in River Bridge are required to complete a Golf Cart Registration Form, which is available on line and at the River Bridge POA Office.

**CLOTHES DRYING AREAS:**

**Soundings Declaration Article XIII:**

Section 4. CLOTHES DRYING AREAS. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless totally camouflaged from public view.

**REMOVAL OF SOD AND SHRUBBERY:**

**Soundings Declaration Article XIII:**

Section 5. REMOVAL OF SOD AND SHRUBBERY; ALTERATION OF DRAINAGE.

Except for the Developer's and Declarer's acts and activities in the development of the Property, no sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot thereon, and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made which results in any permanent change in the

flow or drainage of surface water of or within River Bridge, without the prior written consent of the Board and the South Florida Water Management District.

**ARTIFICIAL VEGETATION:**

**Soundings Declaration Article XIII:**

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

**ANTENNA, AERIAL AND SATELLITE DISHES**

**River Bridge Declaration Article XIII:**

Section 6. Antenna And Satellite Dishes. No antenna or aerial or satellite dish shall be placed on or affixed to any Lot, Unit or Parcel, except as permitted by law. The Master Association shall have authority to promulgate rules, policies and procedures which are in conformance with applicable law.

**Soundings Declaration Article XIII:**

Section 7. ANTENNAE AND AERIALS. Except as may be permitted by the Board, no antennae, aerials, satellite dishes or cable reception equipment shall be placed or erected upon the Property or affixed in any manner to the exterior of any building.

**LITTER:**

**Soundings Declaration Article XIII:**

Section 8. LITTER. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board and proper-sized, closed plastic bags for curb side pickup as required, but no sooner than twelve (12) hours before the scheduled pickup. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

**GARBAGE:**

**Soundings Rules: adopted by the Board of Directors:**

Garbage is to be placed outside the morning of the pickup, unless in a secure/covered container.

**SUBDIVISION AND PARTITION:**

**Soundings Declaration Article XIII:**

Section 9. SUBDIVISION AND PARTITION. The Lots shall not be subdivided further than as provided in this Declaration or in any plat of the Property.

**TEMPORARY BUILDINGS:**

**River Bridge Rules PART IV**

Section 1.E. No sheds or shacks of any kind are permitted on any residential Lot.

**Soundings Declaration Article XIII:**

Section 10. TEMPORARY BUILDINGS. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Property except in connection with construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.

**SIGNS:**

**River Bridge Rules:** RESIDENTIAL USE GUIDELINES, COMMERCIAL ACTIVITIES: VII.1.B.vii, prohibits the use of signs for commercial activities.

**Soundings Declaration Article XIII:**

Section 12. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit, except that the Declarer may place professional signs on the Property advertising the Property for sale, subject to the requirements of the Master Association Declaration. The size and design of all other signs shall be subject to approval by the Board.

**BARBECUES:**

**River Bridge Rules:** RECREATIONAL FACILITY USE, VIII 2. Barbecue Area sections: A. thru F. specifying the use of the River Bridge facilities for barbecues.

**Soundings Declaration Article XIII:**

Section 14. BARBECUES. Residents and their guests shall be permitted to locate and use barbecues upon their respective Lots, provided they are located and used to the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time to time by the Board and any City, State or County requirements.

**AUTOMOBILE STORAGE AREAS:**

**Soundings Declaration Article XIII:**

Section 15. AUTOMOBILE STORAGE AREAS. No automobile garage shall be enclosed or converted to another use.

**FENCING:**

**River Bridge Rules: PART IV**

Section 1.B No fences except those required around pools by the City of Greenacres.

Section 1.D Within a sub-association, living fences (hedges) may not be placed between adjacent properties.

Section 2.C (1. thru 3.) specifies fencing requirements within River Bridge in great detail.

**Soundings Declaration Article XIII:**

Section 16. FENCING. Except as may be required by governmental entities for pool enclosures or other governmental requirements, no fence may be erected on any Lot without the prior written approval of the Declarer, the Developer and the Board of Directors.

### **INCREASE IN INSURANCE RATES:**

#### **Soundings Declaration Article XIII:**

Section 17. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy covering any portion of the Property not owned by the Member.

### **OCCUPANCY:**

#### **Soundings Rules: adopted by the Board of Directors:**

Maximum occupancy:

3 Bedroom Home No more than 6 occupants

4 Bedroom Home No more than 8 occupants

When any guests or visitors occupy the house and the permanent resident is not occupying the house overnight, one guest or visitor must be over 21 years of age. Anyone leasing a house from a resident may not further sub-lease it without the permission of the Board of Directors.

A house may not be leased to more than one tenant in any year. Not more than one lease per year is permitted. No lease shall be for less than 3 months.

### **QUARTERLY ASSESSMENTS:**

**River Bridge Collection Procedures** require that quarterly assessments not received within 15 days of the initial late notice, will result in the unit owners' vehicle transponder(s); access cards for pedestrian gates, the fitness center, the south pool, and other River Bridge facilities, and the permanent guest list being deactivated. Additionally, call in guests— with the exception of (1) Medical: doctors, nurses, health aids, medical equipment deliveries, ambulances, pharmaceutical deliveries, (2) Charitable food deliveries: such as meals on wheels, and (3) Home repair services— will have to be picked up outside the River Bridge entrance.

#### **Soundings Rules: adopted by the Board of Directors:**

Quarterly assessments are due on the first day of the month of each quarter (Jan. 1, April 1, July 1, Oct. 1) Payments not received by the 15th will receive a \$25.00 late fee.

### **FINES:**

#### **Soundings Rules: adopted by the Board of Directors:**

The purpose of this section is to authorize the Soundings H.O.A. to establish guidelines for authorizing the levying of fines as a result of unit owners committing a Soundings H.O.A. infraction. Remedies for such violations are authorized under the Declaration of Covenants, Conditions and Restrictions, and the Bylaws, Soundings H.O.A.

Prior to being fined, a unit owner shall be notified in writing of the violation, and informed of the demand to remedy the infraction. A private hearing shall be held by the Board, pursuant to the notice, and the unit owner shall be notified of the hearing. At the hearing, the unit owner shall be afforded the opportunity to speak, and present witness(s), and evidence on his/her behalf. The unit owner shall be afforded the

opportunity to correct/remedy the stated infraction. If the correction is accomplished within fifteen days after the hearing, and is not of a repetitive occurrence, no fine shall be levied.

A unit owner has the right to appeal any fine levied against the owner to the Soundings Board of Directors.

The Soundings H.O.A. has previously established fines as a \$25.00 offense. Soundings H.O.A. now establishes \$25.00 as a fine per incident, with a maximum accumulative fine total of \$250.00.

### MODIFICATION OF PROPERTY

#### MAINTENANCE:

##### **Soundings Declaration Article VII:**

Section 2. MAINTENANCE BY THE OWNERS. Each owner shall be responsible to keep his/her Lot and improvements located thereon in compliance with the standards promulgated by the Board and in accordance with the requirements of the Master Association Declaration. By way of example but not limitation, each owner shall:

(a) Maintain, protect, repair and replace, at such Owner's cost and expense, all portions of the Lot and all improvements, landscaping and equipment located thereon, except the lawn on the front, side and rear yards of each Lot and the maintenance of landscaping originally installed by the Declarer or replacements thereto, for which maintenance shall be provided by the Association and charged as an Association Common Expense. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. If an Owner fails to keep his/her Lot and the improvements located thereon in compliance with the standards set forth herein or as promulgated by the Board, the Association shall have a reasonable right of entry to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Lot, with the cost thereof being charged against such Lot and collected by the Association as an individual special assessment.

(b) Not modify or change the appearance or design of any portion of the exterior of any structure, site feature or landscaping located on a Lot without the prior written approval of the Board and additionally as may be required by the Master Association Declaration. (Note: Procedures for obtaining required approval by the Architectural Review Board are described in the **River Bridge Declaration, Article XI, Section 1.** and in **Soundings Declaration Article XI Section 2**, which section is titled: "MODIFICATIONS COMMITTEE")