

**HANDBOOK FOR HOMEOWNERS OF
THE UNIT OWNERS ASSOCIATION OF
THE RIVERVIEW OVERLOOK CONDOMINIUM ASSOCIATION, INC.**

This Handbook is comprised of information on specifics of ownership of a Condominium, the General Policy of the Community and the Rules and Regulations of the Community.

(January, 2009 edition)

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CONDOMINIUM OWNERSHIP

THE CONDOMINIUM CONCEPT

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***As revised, Jan., 2009**

I. GOVERNMENT

A. Ownership

1. What is a Condominium?

The condominium concept of housing is not new and, in fact, according to some historians, has been around since the beginning of recorded history. However, not until the mid-1960's did condominium living become a popular form of housing in the United States.

In a condominium, a parcel of land is divided into units (each of which is individually owned) and common elements (which are collectively owned by all the unit owners). Each unit owner gets title to a unit, together with a fractional share of all the common elements. That fractional share is called the unit owner's common element interest. A unit and its common element interest is considered "undivided". This means that a unit and its common element interest cannot be sold separately from each other.

The common elements consist of all the portions of the condominium which are not included within the individual units. The common elements include the land, those portions of the buildings other than inside the units themselves, some of the parking areas, recreation areas, etc.

Certain common elements are called "limited" common elements. Like the common elements each limited common element is owned by all of the unit owners in proportion to their respective common element interest; however, the use of limited common element may be restricted to one or more (but not all) of the unit owners. The limited common elements are defined in the Declaration as the patio or terraces appurtenant to each Unit with a balcony or deck as well as the front porches serving the lower level Units.

2. How Is A Condominium Like a Government?

A condominium is similar to a government in several ways. One is the operations of the condominium association (as outlined in the By-Law, which state the guidelines for voting, elections, proxies, etc.). The other is that the association has in essence a constitution (which is the Declaration of Condominium) and a set of laws (By-Laws). The Declaration and By-laws, in conjunction with the Georgia Condominium Act and any local (Cobb County, in our case) ordinances relating to condominiums, make up what is often referred to as the "Governing Documents" of a condominium association.

3. Governing Documents

The primary document for any condominium in Georgia is the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et. seq. which gives the condominium its legal status and establishes the mechanism by which horizontal units or air spaces can be sold. The condominium act establishes that fee assessments are enforceable under law, and it makes the rules and regulations of the condominium enforceable. It also gives guidelines for matters that a condominium's own bylaws may not address.

The next document that governs the operation of Riverview Overlook (or any condominium) is called the Declaration of Condominium. The Declaration establishes the condominium in the land records of the local jurisdiction (Cobb County), and it outlines the rights and obligations of all the unit owners. The Declaration authorizes many of the characteristic governing powers of a condominium association, such as taxing powers (assessments), police powers, legislative powers (rules and regulations), and judicial powers.

The next document that governs the operation of a condominium association is the By-Laws. The By-Laws outline how the business of the association is to be conducted. This includes such matters as elections, meetings and the powers of the Board of Directors. The By-Laws clearly state that the Board of Directors has the power to establish and enforce rules and regulations and pass resolutions that the membership of the association is required to follow. Consequently, the rules and regulations of the condominium association also become part of the governing structure of the association.

Both the Declaration and By-Laws for the Riverview Overlook are included in the materials every owner should have received before settlement. Tenants should obtain a copy from their landlord. The Management Company has copies which may be obtained for a small fee.

B. Association

1. What Does The Condominium Association Do For You?

Upon purchase of a condominium unit at the Riverview Overlook you become an automatic member of The Unit Owners Association of Riverview Overlook Condominium Association, Inc. ("Association"). The Association, through its Board of Directors, is responsible for maintaining all the common areas and facilities and the administration of the property.

The Association protects your equity investment in your home. If the Association does its job effectively, the facilities will be maintained and the financial viability of the community will be provided for.

2. The Board of Directors

The affairs of The Unit Owners Association of Riverview Overlook Condominium Association, Inc. are governed by a Board of Directors established in accordance with the By-Laws of the Association. The Board of Directors consists of five directors elected by the membership for a two year term.

The Board of Directors is responsible of the administration and maintenance of the Condominium Association. With the exception of formulating rules and regulations respecting the use of individual units, (i.e., noise, pets, professional activities, etc.), the Board's activities are limited to matters which are of common concern to all unit owners or which affect the buildings themselves. Problems within each individual unit are the concern of the unit owner.

II. BUSINESS OPERATIONS

It has been established WHO the Association is and WHAT the Association does. HOW these tasks are accomplished is a function of the business operations of the Association.

A Condominium Association is like a business in that a condominium association has income (mainly in the form of assessments), expenditures (in the form of contractual obligations and maintenance expenses), and it reserves money for capital expenditures. There is an approved yearly budget, and it is through the assessment dollar that services are performed, facilities are maintained, and the operations necessary to keep the property functioning are performed.

A. Organization

1. Property Management

a. Off-Site Management

The Riverview Overlook is currently managed by Abacus Property Management, 5825 Glenridge Drive NE, Building 2, suite 116, Atlanta, GA 30328, Phone: 404-256-4200 Fax: 404-256-2701.

b. Managing Agent:

Matt Levy is the property manager responsible for overseeing the administrative, financial and physical management of the Condominium. All expenses will be public knowledge noted in annual reports and distributed to all owners.

c. Financial Affairs

The Association's financial affairs are handled by the off-site management staff; and includes collecting monthly assessments, and with the approval of the Board, paying Association's obligations, preparing monthly financial reports, maintaining the books, records, investments and bank accounts, maintaining the payroll, and preparing and monitoring the budget.

d. Budget and Fees

The Association's fiscal year begins January 1, and before each annual meeting of the Association, the Board of Directors adopts the budget for the Association. The Board is obligated to provide each owner with a copy of the proposed budget at least thirty (30) days prior to the annual meeting. The budget estimates the total amount considered necessary to meet the obligations for the next fiscal year. Based upon this budget, the Board passes an assessment resolution that assesses each unit owner for a condominium fee in proportion to his/her common element interest which is equal among all units. The budget and assessment become effective unless disapproved at the annual meeting by a vote of the unit owners having a majority of the votes in the Association. This yearly assessment is generally paid in twelve installments due on or before the first of each month.

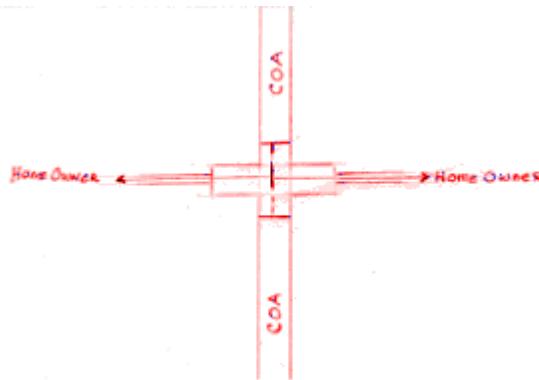
III. MAINTENANCE

1. What are my maintenance responsibilities?

Maintenance responsibilities for the Condominium are defined under Article 8 of the Declaration of Condominium for Riverview Overlook, a Condominium (“Declaration”). It is important to note that you have purchased or are living in a home, not an apartment. Under the Declaration, there are maintenance responsibilities assigned to you as a homeowner. As more fully set forth below, you must maintain all portions of your Unit, and the Association maintains the Common Elements and the Limited Common Elements serving the Unit.

Article 4 of the Declaration defines the boundaries of the unit as the walls, floors and ceilings of the unit. You own all portions of the unit within this cube of space. In accordance with the Georgia Condominium Act, specifically O.C.G.A. 44-3-75(a), this includes all doors and windows of the unit, as well as the sheet rock, wallpaper, paint, finished flooring and other material constituting any part of the finished surfaces of the walls, floors and ceilings. Furthermore, all portions of any chutes, flues, ducts, conduits, wires, pipes, lines or other apparatus, which serve only one Unit shall be deemed a part of the Unit, whether or not the same are located within or outside the designated boundaries of the Unit.

One water pipe services each building and runs through the center wall separating the Units. Each Unit taps off this main line via a T-coupling. The Association is responsible for any break in the main water line. This means that the Association is responsible for fixing the break in the main water line only and the Unit Owner is responsible for any damage resulting from that break such as sheet rock, paint, etc. inside the Unit. From the point where the T-coupling enters the Unit is the responsibility of the Unit Owner. Thus, the Unit Owner must repair leaks in the water lines serving only his/her unit. This includes the T-coupling and the service line that brings water into his/her Unit. See drawing below:



As defined above, all portions of the Condominium other than the Units constitute Common Elements. All portions of the Common Elements serving only one Unit, such as porches, patios and balconies, constitute Limited Common Elements. The Association is responsible for maintenance of Common Elements while each owner is responsible for maintenance of his or her Unit and the Limited Common Elements appurtenant thereto.

The Association is not responsible for repairs inside of a unit (such as sheet rock repairs), even if caused from the exterior of the unit (such as a pipe burst or roof leak), unless damage is caused by the negligence of the Association. While the Association has a responsibility to take reasonable and appropriate action promptly to repair Common Elements upon learning of the need for a repair, the interior repairs and Limited Common Elements are the Unit owner's responsibility in these situations. The Association is not an insurer against all loss on the property.

If there is a condition such as a water leak in your unit or from a pipe serving only your unit, you must take prompt action to resolve the problem to minimize damage to your unit and to other units. Delay on your part to resolve the problem constitutes negligence on your part. For example, you must contact a plumber to promptly correct a water leak in your unit or a pipe serving your unit to minimize damage to your unit and to other units. The Association does not supply contractors to perform unit repairs. You must provide your own contractors to make repairs.

If your unit is being damaged by a condition from another unit, such as water leak from a pipe serving another unit or from a shower pan leak from another unit, you again must take immediate action to minimize damages and you must contact your neighbor to resolve the problem. It is important to note that any problems, such as water leaks, from another unit that are affecting your unit must be resolved between you and your neighbor. The Association is not a mediator of your problems with neighbors.

However, if a condition is coming from the Common Elements, such as a roof leak, you must promptly notify the Association of the condition, and, again, you immediately must take all appropriate action to minimize any possible damage. The Association strongly encourages all owner and occupants to purchase a condominium owner's or tenant's insurance policy to cover personal property and other portions of the Unit and Limited Common Elements which are not covered under the Association's master hazard insurance policy.

GENERAL POLICY & RULES & REGULATIONS OF COMMUNITY

RULES AND REGULATIONS OF THE UNIT OWNERS ASSOCIATION OF RIVERVIEW OVERLOOK CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations have been adopted by the Board of Directors pursuant to Section 7 (a)(vii) of the Amended and Restated Declaration of Condominium for The Unit Owners Association of Riverview Overlook Condominium Association, Inc., A Condominium dated June 11, 1997 and recorded in Deed Book 10508, Page 111, et. seq., Cobb County, Georgia Records (hereinafter referred to as the "Declaration") plus all Amendments passed since June 11, 1997. The Unit Owners Association of Riverview Overlook Condominium Association, Inc. shall hereinafter be referred to as "Riverview Overlook". These Rules and Regulations shall be effective as of January, 2009. *

III. GENERAL POLICY.

These Rules and Regulations are established pursuant to the Declaration in order to promote enjoyment of the condominium by the residents, and to promote the value of homes in the condominium. The quality of the condominium lifestyle depends on group effort and cooperation. Courtesy and an awareness of the sensibilities of others are of paramount importance.

As residents you are expected to exercise appropriate restraint, moderation, tolerance and consideration in your conduct and living habits since they may affect your neighbors. Likewise, you should expect reciprocal consideration from your neighbors. Therefore, please observe the well-known Golden Rule; that is, be as considerate of your neighbors as you would like them to be considerate to you.

The Declaration and the Amended and Restated By-Laws for The Unit Owners Association of Riverview Overlook Condominium, Inc. (hereinafter referred to as the 'By-Laws') contains restrictions relating to the ownership of Units and occupancy by residents at Riverview Overlook. The following Rules and Regulations serve to supplement those restrictions and are not intended to modify or limit them. It is suggested that you keep the Declaration, By-Laws, and these Rules and Regulations as well as other communications from the Association in a convenient location for future reference.

IV. AESTHETICS.

A. Alteration of Units or Other Improvements. Improvements and alterations of any nature are governed by Section 11 of the Declaration. Any addition, modification, or alteration of the exterior appearance of the units, inclusive of balcony, deck or patio area shall first be submitted in writing to the Board of directors and approved by them in writing. Any Owner wishing to make any type of addition, modification, or alteration of the exterior appearance of

his Unit, inclusive of any balcony, deck or patio area, must submit a detailed written request to the Board of Directors of the Association. Owners are prohibited from making any such addition, modification, or alteration without the written consent of the Board. The Association may, upon notice to the Owner, remove unauthorized additions, modifications, or alterations at the homeowner's expense.

B. Damage to Common Elements. Any damage to the Common Elements, including but not limited to, building interiors, building exteriors, doors, sidewalks, curbs, shrubs and grass, caused by an Owner, his family members, tenants, guest or invitees are the sole responsibility of the Owner. Decorative or school flags, window air conditioning units, clutter, bicycles, hanging plants, and satellite dishes are not to be attached to the Hardy Plank exterior walls, railings, ceilings, or balcony supports of the Units. The Association may, upon notice to the Owner, levy fines and/or remove satellite dishes and other clutter attached to the exterior walls at the homeowner's expense.

C. Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothing, rugs or any item are strictly prohibited. This includes balcony, front porch, and patio areas.

D. Windows. No awnings, shades, screens, foil, or reflective materials shall be used on the outside of any windows. All window treatments, shades, drapery lining, etc. visible from the exterior of the Unit on any window or door, shall be white or off-white and shall be of suitable size and dimension, in height and width, to fully cover such window or door. All vacant units shall have window treatments on all windows. No window air conditioning exterior units will be allowed.

E. Porch Light Fixtures and Door Bells. All front porch light fixtures must be the same style and all back porch light fixtures must be the same style and none may be exchanged for another style light fixture. If a replacement light fixture is required, the owner must contact the management company who will order at your expense. Replacement light bulbs are the responsibility of the owner and must be clear or white. No colored light bulbs are allowed. All door bells must be the same style. If a replacement door bell is required, the owner must contact the management company who will order at your expense.*

F. Front Porches, Patios, and Balconies. Residents shall maintain front porches, patios and balconies in a clean, clutter-free, neat and orderly condition and appearance.

1. Ground level patios are allowed patio furniture of a solid neutral color (black, brown, white, or beige), or solid dark color, neutral colored rugs, as well as live and artificial plants. Multi-colored or bright colored furniture, artificial turf or bright colored rugs, or bright colored table cloths are NOT allowed on patios or balconies.*

2. Balconies are allowed patio furniture of a solid neutral color (black, brown, white, or beige), or solid dark color as well as live and artificial plants. Multi-colored or bright colored furniture, artificial turf or bright colored rugs, or bright colored table cloths are NOT allowed on patios or balconies.*

3. Front porches are allowed patio furniture of a solid neutral color (black, brown, white, or beige), or solid dark color as well as real and artificial plants. Ingress and egress cannot be prohibited by blocking of doors or walkways.*

4. Composite and other fireproof furniture is the only furniture allowed on porches, balconies or patios.

5. NO rugs or floor coverings of any kind are allowed on front porches or balconies of TimberTech because they will damage the TimberTech flooring. Doormats are allowed, but the TimberTech flooring beneath must be cleaned on a regular basis.

6. NO holes are to be made in the railings, TimberTech flooring, ceilings, balcony supports, siding, or walls in the Common Elements.

7. NOTHING shall be draped over the front porches, patio or balcony railings or left on or in any Common Element areas. This includes, but is not limited to towels, bathing suits, car covers, blankets, rugs, lights, or other such items. Window boxes or plants are NOT to hang over the exterior edge of the front porches, balconies, railings, or patio fences.*

8. Decorative or school flags, plant hangers, bicycles, and satellite dishes or any other items are not to be attached to the posts, walls, ceilings, balcony supports, and railings of patios, front porches, and balconies of the Units.

9. Front porches, patios and balconies are not to be used as storage areas. Mops, brooms, buckets or other such cleaning items shall not be stored or left on front porches, patios or balconies. Workout equipment, tricycles, toys, chests, screens, bookcases, refrigerators, bright colored table cloths, and other such items are not to be left on the front porches, patios or balconies.*

The Association may, upon notice to the Owner, levy fines and/or remove satellite dishes and other clutter as defined above, on front porches, patios, balconies, front posts, ceilings, balcony supports, and railings of patios and balconies at the homeowner's expense. Damage including but not limited to holes in siding, ceilings, soffits or balcony supports will also be subject to fines at the homeowner's expense.*

G. Holiday Decorations. Holiday decorations on front porches, patios, and balconies must have UL approved lighting. Cut Christmas trees with pine needles are NOT allowed because as they dry out, they become highly flammable. Christmas decorations on front porches, patios, and balconies may go up after Thanksgiving, but must be removed by January 15th.

H. Gutters/Soffits. Hanging baskets, wind chimes, bird feeders or any other item shall not be suspended from the gutters and/or the soffits. NO holes may be made in gutters and/or soffits.*

I. Plants. When watering plants on a balcony do not overflow the pots so water streams down to the balcony or patio below. Saucers must be used beneath all flowerpots to avoid staining the TimberTech flooring or flooding the patio below. No plants shall be permitted within the walkways unless approved in writing by the Board.*

J. Cigarette Butts. Cigarette butts shall not be discarded in the walkways, parking areas, or off of patios and balconies onto the Common Elements.

K. Storage. Hallways, patios and balconies are not to be used as storage areas. Toys shall be stored in storage bins or within a Unit and not in walkways, in front of Units, on patios, decks or balconies. Storage of paint or other flammable materials must be kept locked at all times.

V. SAFETY, SANITATION, AND OCCUPANTS

A. Common Elements. Residents shall not obstruct the Common Elements, including but not limited to, the sidewalks, entry passages, fronts of buildings, stairs, or lawn areas with equipment, furnishings, bicycles, toys, wood, grills, pool floats, clutter, decorative or school flags, boxes or other objects and shall use these areas for the purpose of free access and usage intended by design. No chairs, bicycles, or toys, may be left outside in the Common Elements when not in use. NO CLUTTER as defined in Section II. F. may be left outside in the Common Elements without prior Board approval.*

B. Grills. No charcoal, gas grills, butane or propane grills are allowed on porches, balconies or patios. No cooking on grills other than electric is permitted on any part of the Common Elements including but not limited to streets, the sidewalks or entry passages, fronts of buildings, or in close proximity to the stairs. Only electric grills are permissible. Cooking is allowed on gas grills at the pool area provided the grill is in the middle of an open space where there is nothing combustible within close proximity. Grills have been placed there for use by all.

C. Firearms and Fireworks. The use of firearms, pellet guns, air rifles, paint guns, and any and all other guns and weapons of all kinds, regardless of the types of firing mechanisms and ammunition capable of being used therein, upon the Common Elements is strictly prohibited, and the use of fireworks upon the Common Elements is likewise strictly prohibited.

D. Trash. All garbage, trash and debris must be placed in securely fastened and tied plastic bags and deposited in the trash compactor commonly shared with the apartments and currently located on River Heights Crossing. **Trash may not be left outside the Units at any time.** Household appliances, remodeling debris, furniture, rugs, bedding and all other similarly sized items are NOT permitted in the compactor or left discarded near the compactor or in any other location on the condominium. The owner of such personal property must remove these items from the condominium property. Personal trash may not be discarded in trash bins located at mail centers.

E. Speed Limit The speed limit throughout the property is fifteen miles per hour (15 m.p.h.).

F. Roommates All roommates or their guests and invitees are subject to the Declaration, By-Laws and Rules and Regulations of the Association. Owners shall be responsible for the actions of such roommates and their guests or invitees.

VI SIGNS

No advertisements and signs, including but not limited to "For Sale" or "For Rent" signs, may be placed in unit windows or upon any part of the property without the prior written consent of the Board of Directors. Signs are allowed only on the board designed for that purpose located at the pool on River Heights Court. Signs must be ordered through the management office at the owner's cost.

VII. POOL

A. Hours of operation: 10:00 a.m. to 10:00 p.m. There is no lifeguard on duty; the Association is not responsible for injuries or accidents. Swimming and use of the pool area will be at your own risk.

B. No boisterous conduct is permitted in or around the pool. This includes running, pushing, dunking or other acts that would annoy or endanger others.

C. Regulation swimwear is required for entering the swimming pool. Cut-offs or unhemmed shorts are not allowed.

D. All persons are requested to use discretion regarding placement of any objects such as floats, large beach balls, etc. in the pool. Any object brought to the pool shall be removed from the pool premises when the user leaves the pool premises.

E. Children under 14 years of age must be accompanied by an adult (parent, guardian or other person who will assume all responsibility for the child). Swimming is permitted only in garments sold as swimwear. Infants must also wear rubber pants under swimsuits or swim diapers that are specially constructed swimsuits with built in safeguards. Absolutely no diapers are permitted in the water.

F. No one shall bring food or drinks into the pool area unless drinks are served in unbreakable containers. Glass containers are not allowed in the pool area.

G. No pets are allowed in the pool area.

H. Radios or televisions will not be permitted to be played so as to be disturbing to others.

I. All trash and cigarette butts must be placed in the containers provided and not thrown around the pool area. Persons using the pool area are responsible for policing it and maintaining it in good condition.

J. Persons with open sores, wounds, bandages or communicable diseases must not use the pool.

K. Residents are responsible for their guests and are requested to use discretion regarding guests at the pool. Every effort should be made to limit the number of guests on weekend and holidays to only those considered house guests (staying overnight). All guests that are not house guests must be accompanied by an adult resident.

L. No furniture or equipment may be removed from the pool area.

M. Lifesaving and other pool equipment should be used only for the purpose intended.

N. Approval to hold a party must be requested of the Board of Directors or the property manager at least ten (10) days prior to the event and no party may be held unless first approved by the Board. Approved daytime parties may be held on weekdays only and not on weekend days or holidays. Approved nighttime parties may be held on any night of the week. Other residents are not excluded from using the pool during any approved party. Approved parties must be held between the hours of 10:00 a.m. and 10:00 p.m. A cleaning deposit as specified by the Board of Directors is required to be paid to the property manager at the time the request to use the pool for a part is made. This deposit is refundable if the pool area has been properly cleaned, no damage has been done to the pool areas and if the use of the pool is denied by the Board of Directors or the property management for any reason.

VII. TENNIS COURTS

A. Individual's Responsibility. The Tennis Courts shall be for the exclusive use of Unit Owners and their family members, tenants and guests. Please respect the rights of other residents in the number of guests you invite to the Tennis Courts.

B. Proper Use of Tennis Courts. The Tennis Courts are to be used solely for tennis playing and practice. Skateboards, roller skates, roller blades, bicycles, and tricycles are strictly prohibited from the Tennis Courts.

C. Pets. Pets are not permitted on the Tennis Courts.

D. Containers. No glass bottles, glass containers, or other breakable containers may be brought onto the tennis Courts. All beverages must be in non-glass containers.

E. Personal Property; Trash. When leaving the Tennis Courts, residents and guests must remove all of their personal property, trash and litter. No personal property is to be left unattended on the Tennis Courts. The Association is not responsible for any articles left on the Tennis Courts.

F. Hours of Operation. The Tennis Courts may be used between 7:00 a.m. and 10:00 p.m. only.

IX. PETS

A. Owners' Responsibility. An Owner shall be directly responsible for any damage or inconvenience caused within the community by his pet and for controlling the behavior of his pet. Any pet that is on the common grounds, must wear a tag showing the name and address of the Owner. All pets must be cared for, maintained and properly licensed as required by the State of Georgia and Cobb County ordinances. An Owner is subject to fines if any of the regulations are broken.

B. Leashes/Supervision/Confinement.

1. No pet shall be permitted on the Common Elements unless it is on a leash and under direct supervision at all times.

2. Pets must be walked away from buildings and walkways. Owners of pets shall be responsible for immediately removing the droppings of said pets from the Common Elements. Pet droppings are to be placed in "baggies" either provided by the Owner or from dispensers on each street provided by the Association. These "baggies" are to be placed in either in public trash cans or in the Owner's trash.

3. Pets shall be fed inside its Owner's unit.

4. No pet shall be staked or tied out of doors or left on a balcony or patio, nor shall any structure or pen for a pet be built on a balcony or patio or any portion of the Common Elements.

C. Restrictions on Type and Number of Pets. Only those animals that are permitted under Section 11 of the Declaration shall be permitted upon the property.

D. Nuisance.

1. All barking, noise and odors shall be kept under control by the Owner so as not to disturb other homeowners and so as not to be a nuisance to the community.

2. An Owner shall remove or control, as required by the Board, any pet judged to be a nuisance by the Board of Directors or kept in violation of these Rules and Regulations or the Declaration.

X. VEHICLES/PARKING

A. General. Except with special advance authorization by the Board of Directors, no vehicle shall be parked on the Common Elements other than in parking areas designated by the Board of Directors. No vehicle repairs, other than emergency repairs or repairs of a minor nature needed to be performed to move a vehicle off the Condominium Property shall be allowed. Per the Declaration Section 11 (f) dated June, 1997: "No boats, boat trailers, campers, truck campers, mobile homes, motor homes, canoes, motorcycles, motorized bicycles, motorized go-carts, jet

skis, trailers (either with or without wheels), tractors, tractor trailers, trucks over ½ ton, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, vehicles with commercial writings on their exteriors and such vehicles and mechanical devices as may be specified by the Board shall be stored, allowed to remain, or repeatedly parked on the Condominium.” For other restrictions on vehicles and/or parking, please refer to Section 11(f) of the Declaration.

B. Towing. The Association is expressly authorized to tow away upon not less than two (2) days notice, at the offending owner's expense, any vehicle or mechanical device that is stored or parked on the condominium property in excess of three (3) weeks that is inoperable, that does not have a valid license plate, that does not have a parking sticker, or is parked or placed in violation of the Declaration and/or these Rules and Regulations.

A vehicle may be immediately towed **without notice** at the Owner's expense if such vehicle is parked in a fire lane, is blocking another vehicle or access to another unit, is obstructing the flow of traffic, is parked on any grassy area, is **improperly parked**, or otherwise creates a hazardous condition as determined by the Board of Directors in its sole discretion. A vehicle may be immediately towed **without notice** at the Owner's expense if the vehicle belongs to an Owner or tenant of an Owner who is \$750.00 * or more delinquent in Riverview Overlook Condominium Association dues and assessments and is not on a payment schedule approved by the Management Company.

XII. NUISANCES/DISTURBANCES/SOLICITATION

A. Nuisances. No Owner or occupant of a Unit, or their guests or invitees, may act or use a Unit or any portion of the Common Elements in such a way as to unreasonably annoy, embarrass or discomfort others in the sole discretion of the Board of Directors. Nothing herein shall be construed to affect the rights of an aggrieved individual to proceed individually for relief from interference with his property or personal rights. The term “nuisance” shall be deemed to include loitering or other similar behavior upon the Common Elements on the part of two or more persons (including specifically, but not limited to, unsupervised teens and young adults) in such a manner as to cause Unit Owners, the tenants and occupants of Units, and/or their respective families, guests and invitees unreasonable annoyance, embarrassment, or discomfort.

B. Noise Disturbances. Noises and/or sounds resulting from activities, televisions, radios, stereos, musical instruments, or pets within a Unit shall not disturb others. Any excessive noise or sound, as determined by the Board in its sole discretion, which can be heard outside the windows, walls, ceilings, floors, or doors of a Unit shall constitute noise and will therefore constitute a violation of this section.

C. Solicitation. Solicitation on the Condominium Property is strictly prohibited by all Owners, residents, and their guests, as well as by any third parties.

XII. LEASING

Any lease of a Unit must comply with Section 14 of the Declaration and must receive prior written approval of the Board of Directors. Each unit owner who is authorized to lease his Unit shall provide a copy of the Declaration, By-Laws and Rules and Regulations of the Association to each Lessee prior to the commencement of a lease and provide management a copy of approved lease stating the names and phone numbers of all occupants. If a unit owner leases his unit without permission of the Board he is subject to fines of \$25 per day. In the event the Association suspends the rights of a Unit Owner to use the recreational facilities or the right of a Unit Owner to use the Common Elements of the Condominium, such suspension shall also apply to all tenants, guests, invitees and family members of the Unit Owner.

XIII. ENFORCEMENT

In the event of a violation of the Declaration, By-Laws or these Rules and Regulations by a Unit Owner, his family members, guests, tenants or invitees, the Board of Directors shall have the right to, among other remedies, suspend the right of all such individuals to use the Common Elements, including parking, the pool and tennis courts, and to levy fines against the Unit Owner as a result of any such violation. Should such individuals repeat the same or a substantially similar violation within the succeeding eighteen (18) months, or fail to comply with a warning letter from the Board of Directors within the reasonable time limit specified therein, the Board of Directors may levy additional fines against the Unit Owner without further notice. All fines shall be levied pursuant to the terms of the Declaration.