

**Rules and Regulations Pertaining to
The Community Wide Standard in the Riverwalk Community**

WHEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions for Riverwalk and its related Amendments (hereafter the Declaration of Covenants), governed by the Riverwalk Homeowners Association, Inc. and its related Bylaws provide that the Board of Directors shall have the authority to make and amend rules and regulations governing the use of Lots and imposing sanctions for violations thereof including without limitation reasonable monetary fines;

WHEREFORE, the Declaration of Covenants provides in Article III:

Article III, Section 7 Leases

A Lot Owner may lease his Lot, but only in strict compliance with this paragraph. This paragraph shall not apply, except for the requirement of compliance with applicable zoning ordinances, to any individual Lot until said Lot is first conveyed to an Owner by Developer, nor to any Lot owned by a former first mortgagee or secondary purchase money mortgagee on possession of a Lot following default. All leases shall be for only those purposes permitted under applicable zoning ordinances, and shall be subject to the terms and conditions of this Declaration, the Association's articles of incorporation and bylaws, and the rules and regulations of the Association. The rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a lot. All leases shall be in writing. The Lot owner shall provide a copy of the written lease to the Association. All leases by a Lot Owner shall be for a term of at least six (6) months. No lease shall be of less than the entire Lot. No Lot shall be leased to more than one tenant. No leases falling under or qualifying for Section 8 of the United States Department of Housing and Urban Development's U.S. Housing Act will be allowed for any Lot. (No Section 8 lease agreements.) The term "lease" shall include all leases, rental agreements and other agreements for occupancy.

WHEREFORE, the Declaration of Covenants provides in Article IV:

Section 5. Rules, Regulations and Fines. The Association may make reasonable Rules and Regulations governing the use of the Lots and of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. The Association may impose such reasonable fines (not in excess of \$25 per day per violation) for violation of the Rules and Regulations as are determined by the Board^{of} Directors of the Association. Any such fine shall be deemed a special assessment under Article VI of this Declaration and shall be added to and become a part of the assessment to which the Lot is subject.

WHEREFORE, the Association, acting through its Board of Directors has determined that certain Rules and Regulations Pertaining to the community wide standard are in the best interest of the community and necessary for the maintenance of the community-wide standard in order to preserve and enhance the values of the properties within the Riverwalk Subdivision;

WHEREFORE, the Association, acting through its Board of Directors has determined that in order to maintain the community-wide standard it must ensure that there is a procedure to ensure all owners and occupants understand the Declaration of Covenants and that they are bound by the restrictions within the Riverwalk Subdivision;

NOW THEREFORE, the Board of Directors has, this _____ day of _____, 2023 adopted the following Rules and Regulations Pertaining to all Lots, Members, and Occupants of the Riverwalk Subdivision which are binding on all members and occupants of the Association their agents and assigns and are effective immediately:

Compliance Regarding Leasing

1. Pursuant to Article III of the Declaration of Covenants, no Owner within Riverwalk shall be permitted to rent or lease their property to anyone for any term less than six (6) consecutive months; Lots may only be leased/rented in their entirety. This means day-to-day leases/rentals and fractional or room leases/rentals shall not be allowed. Moreover, the Board, in its discretion, shall have the right to impose a reasonable monetary fine of \$25.00 for each day a home is listed on a short-term rental website, any short-term rental listing, or short-term rental including but not limited to Air BnB, VRBO, HomeToGo, Homestay, Love Home Swap, Booking.com, Hotels.com, pursuant to Article III and Article IV of the Declaration of Covenants.

2. All leases shall contain a notice notifying the tenant/occupants that they are bound by the Declaration of Covenants. In particular, all parties should review the restrictions within the Declaration. Please note that any activity constituting a nuisance, in the sole discretion of the board, is a violation and shall be subject to fines typically in the amount of \$100.00 per week (however, that amount may change in the discretion of the Board). By way of example, and not limitation, some activities that may constitute a violation of the nuisance provision of the Declaration include loud noises/music, car parking or usage, animals left unattended, destruction of property, leaving equipment or toys unattended.
3. Any leases entered into after the date of this Rule shall contain the above-required information.
4. Each time a property is leased or a lease is renewed, modified, or extended, the Owner shall notify the Association of the new lease, modification or extension, and shall provide a copy of the lease, the name, phone number, and email of the lessee and all other Occupants of the Lot, and the Owner's address, phone number, and email address to the Association within ten (10) days of signing the lease.
5. The Association shall have no affirmative obligation to take any action against any owner or renter based on any violation of these rules; however, the Association shall enforce all provisions of the Declaration of Covenants.
6. The Association shall have the right to fine an owner for any non-compliant lease that violates any provision of the Declaration of Covenants, Bylaws, or these Rules and Regulations.
7. The Association is not responsible for providing security to any Owner or otherwise providing any assurances regarding the presence of individuals within Riverwalk. Each Owner is responsible for providing their own security in any and all areas within Riverwalk.

Any violation of the above-listed Rules and Regulations shall be enforceable in the sole discretion of the Board of Directors by the use of reasonable monetary fines, the use of Self Help, or as otherwise described in the Declaration and Bylaws.

This Rule is supplemental to the Covenants and Bylaws and does not modify in any way the existing Declaration of Covenants, but clarifies the existing restrictions. Please refer to the Declaration of Covenants and Bylaws for additional restrictions/standards.

IN WITNESS WHEREOF, the undersigned Directors have executed and adopted this Rule and Regulation on this 25 day of APRIL, 2023.

THE FOLLOWING OFFICERS CERTIFY THAT THIS RULE AND REGULATIONS WAS APPROVED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS:


President


Treasurer


Secretary

Sworn to and subscribed before me
this 25 day of April, 2023


Notary Public

[Seal]

Karmen Robinson
NOTARY PUBLIC
Douglas County, GEORGIA
My Commission Expires 11/23/2024