



November 20, 2019

Re: Enforcement of Trucks, Garage and Parking Covenants

Dear Homeowner,

Since turnover from the Developer in 2018, the RW HOA Board has tried to enforce the Trucks, Garage and Parking Covenants as defined in our Declarations. After residents raised concerns that the Declarations should be changed, the Board proposed changes to the 3.17 Truck Amendment of 2002. The proposed changes did not receive the necessary 2/3 affirmative votes needed for passage/adoption. At this point, the Board must enforce the parking Covenants as they are written and will do so fairly, consistently and to the best of our ability.

Therefore, the Board will clear all prior violations related to personal Trucks, Garages and Parking to provide each resident a "clean slate". We will restart enforcement of Sections 6.04/6.08 of the Neighborhood Declarations (Phases 1, 2A, 2B, Brookridge and Villas) and Section 3.17 of the Master Declaration on December 11, 2019. The Board will enforce these Covenants specifically using the attached Rules passed at the November 19, 2019 Board meeting.

Starting on December 11, 2019, our Property Manager will begin documenting parking violations and mailing violation notices to homeowners using the attached process. Everyone's cooperation and support is required if we are to apply the rules equally and fairly. The Board believes that enforcement of our Covenants and Rules is critical to maintaining the ambiance of our community and supporting our property values. We ask for your cooperation and support.

The Board of Directors
River Wilderness of Bradenton Foundation, Inc.

Attachments:
Parking Rules and Regulations
Parking Violations Process

River Wilderness Parking Rules and Regulations
River Wilderness of Bradenton Foundation, Inc.

River Wilderness Homeowner driveway parking restrictions are described in the following documents:

Declaration and General Protective Covenants, ("Master Declaration")
December 31, 1984, (Article 3.17, and as Amended 2002)
Declaration of Restrictions and Protective Covenants for, ("Neighborhood Covenants")
Phase I (Tract 17), February 8, 1985, (Article 6.04)
Phase II-A, December 7, 1989, (Article 6.04)
Phase II-B, June 10, 1991, (Article 6.04)
Tract 11 (Villas), September 12, 1985, (Article 6.08)
Tract 7 (Brook Ridge), November 17, 1986, (Article 6.08)

**Garages, Carports and Storage Areas; Parking
(6.04/6.08 Neighborhood Covenants)**

Sections 6.04 and 6.08 of the Neighborhood Covenants are more restrictive than those of the Master Declaration and must be satisfied first. Sections 6.04 and 6.08 governing parking are listed below, in part:

Phase I, II-A, II-B (Neighborhood Covenants)

6.04 Garages, Carports and Storage Areas; Parking.

... "The garage shall be kept clear so that at least two automobiles may be parked therein, and each OWNER shall use his best efforts to park his automobiles in the garage (rather than in the driveway or anyplace else). Automobiles and other vehicles shall not be parked on the lawn, on vacant SITES or on the road right-of-way. No garage shall be permanently enclosed or converted to other use without the substitution of another garage meeting the requirements of this section."

Brookridge and Villas (Neighborhood Covenants)

6.08 Garages, Carports and Storage Areas; Parking.

... "Each dwelling unit shall have a garage which shall accommodate at least one (1) automobile. The garage shall be kept clear so that the OWNER's automobile(s) may be parked therein, and each OWNER shall use his best efforts to park his automobile(s) in the garage (rather than in the driveway or anyplace else). Automobiles and other vehicles shall not be parked on the lawn, on vacant SITES or on the road right-of-way. No garage shall be permanently enclosed or converted to other use."

Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers. (Master Declaration Article 3.17, and as Amended 2002)

Section 3.17 (a) of the Master Declaration (Amended) adds the following restrictions on top of the Neighborhood Covenants. Section 3.17 (a) is listed in part:

"No truck, pick-up truck, work van, or other commercial vehicle of any kind, mobile home, boat, camper or trailer shall be permitted to be parked upon any Lot or portion of the Association Property except within the confines of a closed garage for a period of more than four hours

unless such a vehicle is necessary in the actual construction or repair of a Structure or for ground maintenance. Parking is permitted only upon paved driveways or in the garage. Overnight parking on the street is prohibited. No Owner may park any vehicle upon the grass or swale. Stored vehicles, vehicles with expired tags or no tags and vehicles not owned by or registered to a Lot Owner are prohibited unless in the confines of a closed garage. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees."

River Wilderness Parking Rules and Guidelines (combining 6.04/6.08 and 3.17):

The following Rules and Regulations are adopted to implement the referenced provisions of the Declaration with respect to parking of vehicles within River Wilderness:

1. Owners of Lots governed by the above Neighborhood Covenants shall keep their garages clear so that the Owner's automobiles may be parked therein (6.04/6.08). For example, items such as (but not limited to) cabinets, shelves, refrigerators, washing machines, tools, cycles, lawn mowers, golf carts, etc. shall be placed so as not to obstruct automobiles from being parked in the garage.
2. The Lot Owner shall use their best effort to park their automobiles in the garage rather than anyplace else (6.04/6.08).
3. An Owner's truck(s) must be parked in the garage (3.17 (a)) and may displace an automobile(s) into the driveway.
4. Owners with multiple automobiles may park additional automobiles in the driveway provided that the garage has been first filled with automobiles and/or trucks. Owner's trucks may not be parked/displaced into the driveway.
5. Motor homes, boats, campers and trailers may not displace automobiles into the driveway.
6. Trucks, pickup trucks, work vans and commercial vehicles are permitted if such vehicle is necessary in the actual construction or repair of a Structure or for ground maintenance (3.17 (a)).
7. No truck, work van or other commercial vehicle, and no recreational vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a Structure. However, an OWNER may park a recreational vehicle overnight for one night only in preparing for or returning home from a trip (3.17 (b)).
8. No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a Structure (3.17 (c)).
9. No vehicles may be used as a domicile residence (3.17 (e)).
10. Parking is permitted only upon paved driveways or in the garage (3.17 (a)).
11. Overnight parking on the street is prohibited. (3.17 (a))
12. No Owner may park any vehicle upon the grass or swale (3.17 (a)).
13. Stored vehicles, and vehicles with expired tags or no tags are prohibited unless in the confines of a closed garage (3.17 (a)).
14. The Islands (XII (j), (k), the Hammocks (5.5) and Cypress Glen (5.5), have more restrictive Neighborhood Covenants that state all *vehicles* must be in garages.
15. Parking Rules apply to all Owners, occupants, tenants and guests. Owners are responsible for compliance with this provision by their family, tenants, guests and invitees (3.17 (a)).

Parking Violations Process

The Parking Violations procedure is defined as follows:

1. A homeowner will be issued a First violations notice via US Mail.
2. The homeowner has 14 days to correct the violation. If requested, the Property Manager will respond to homeowner emails.
3. If after 14 days the violation has not been corrected, the homeowner will be issued a Second Violation notice via US Mail. The Second Violation notice is considered a response to the homeowner that the violation has not been corrected.
4. The homeowner has 14 days to correct the violation.
5. If after 14 days the violation has not been corrected, the homeowner will be issued a Third Violation notice via US Mail. The Third Violation notice is considered a response to the homeowner that the violation has not been corrected.
6. The homeowner has 14 days to correct the violation.
7. If after 14 days the violation has not been corrected, the Board will review the violations and may send a Notice of Fining letter to the owner via Certified US Mail. Fines may be imposed up to \$100 per day and up to a maximum of \$5000 issued in accordance with Article 2.05 (e) of the Master Declaration (as Amended).
8. The homeowner may appear before the Fining Committee to present an explanation. The role of the Fining committee is limited to determining whether to confirm or reject the fine levied by the board (FS 720.305 (2)(b)). If the homeowner does not appear, the fine will most likely be imposed.
9. Fines may accrue up to \$5000 or until the violation is corrected.

Please see the most recent Violations Process Document for Parking and all violations, Violation Policy - Fining

http://www.rwhoa.org/RW_2014/hoa_policy/policy_pdf/ViolationsPolicy_stamped.pdf

These Rules adopted at a meeting of the Board of Directors held on __November 19, 2019.