

**AMENDED AND RESTATED
RULES AND REGULATIONS
OF
RIVERWIND HOMEOWNERS
ASSOCIATION INC.**

**A Nonprofit Corporation
Restricted to Persons Aged 55 and Over**

Replaces any and all Rules and Regulations adopted before 2017
by the Riverwind Homeowners Association Inc.

Adoption and enforcement of Rules and Regulations is a function of the BOD.
Rules and Regulations do not have to be approved by a vote of the membership.
They are included here only for your review and information.

RIVERWIND HOMEOWNERS ASSOCIATION INC.
RULES AND REGULATIONS
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RIVERWIND HOMEOWNERS ASSOCIATION INC.
Rules and Regulations
BUILDING AGREEMENT
FOR
NEW HOME CONSTRUCTION ON PRIVATE LOTS

Maintaining the consistent neighborhood view and maintaining home values is the focus of this Rule and Regulation. The standards delineated on the following pages are expressly for private Builders that desire to build within Riverwind. Private Builders are those that are tasked by a private lot owners.

The standards, application fees and impact fees listed are intended to provide a checklist of items and costs that are required before construction can begin. Private Builders must follow the Architectural Standards approved by the Board of Directors on May 18, 2016 and as thereafter amended.

These standards are to be used by any resident wishing to build on private lots within Riverwind Riverwind. These standards only apply to homes built in the phase 4 section as any manufactured home must be replaced by a manufactured home since the lot size prohibits the construction of a modular or stick-built dwelling.

All new building planning should be reviewed by the Architectural Standards Committee or the RHOA Board prior to the submission of a building application.

The time frame listed for Home Construction should not be confused with minimal deck, patio construction or landscaping time limits cited in the landscaping section and reviewed by the Site Improvement Committee.

This Rule and Regulation is subject to review and adjustment as suggested by the Architectural Standards Committee and RHOA Board approval, and may be removed once the final lot has been sold and Riverwind completely built out.



Architectural Standards

May 18, 2016

RIVERWIND HOMEOWNERS ASSOCIATION INC.

PRIVATE BUILDER/OWNER

CONSTRUCTION AGREEMENT

In consideration of the \$250 (two-hundred and fifty dollars) building application fee paid by the Builder/Owner to the RHOA, and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned agree to the acceptance and implementation of the Architectural Standards outlined in this document. Private builders will provide current NC licenses, insurance certificates and business references to the RHOA prior to breaking ground. This agreement applies to any type of construction within Riverwind to include manufactured, modular and stick-built dwellings on the private lots within Riverwind. Manufactured homes are only allowed to replace existing Manufactured Homes. Modular or stick-built homes will have garages. No carports.

Terms of Construction

We further agree that the term of construction will take no more than 6 (six) months upon approval of the building application. Application approval should be completed within ten (10) days. Any additional time required for construction will require an additional \$250 (two hundred and fifty dollars) fee to request another 30 (thirty) days extension.

Building Plans and Specifications

Applications for building in Riverwind must include plans, specifications and samples of materials being used (exterior siding, trim and shingles) before construction can commence. The footprint of the house on the lot should display the setbacks and direction of any drainage. Standardized housing elements are on an approved list from the RHOA. Optional features are suggested on attachment A.

Outside Appearance

Homes built in Riverwind will be similar in appearance to the homes in the neighborhood in which they are placed. Items identified in the applicable Riverwind regulation (Covenants etc.) pertaining to underpinning, roofs, siding and special appearances need to be acknowledged as regulating and as applying to the construction contemplated. The RHOA will provide the final community mailbox.

1. All lots will be surveyed and marked before construction.
2. No basements and No slab construction will be allowed.
3. Sidewalks and Driveways will be concrete with a metal culvert installed with a minimum diameter of 10" (ten inches) and a length of 10' (ten feet).
4. Roofing - Architectural fiberglass shingles, ridge vents and baffles from soffits toward ridge vent ending above insulation.
5. Brick underpinning on foundation with crawlspace with automatic venting.
6. Vinyl siding should be in the 4/4 (**four/four**) Dutch Lap style if available.
7. Landscaping-topsoil and seed minimum, sod (optional and paid by customer).
8. Additions need to be the same specifications as the existing structure(s).

General Rules for Contractors

The following rules apply to all contractor personnel within the subdivision limits of Riverwind.

1. Construction times will be confined to a Monday-Saturday schedule from 7am. to 6:30 pm. No Sunday or Holiday work should be scheduled. Holidays are indicated on attachment B.

2. Contractor is required to keep the job site as clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials must be removed daily. Stockpiling of trash or any material on adjacent lots or streets is not permitted. If trash and debris becomes a noticeable problem, the site supervisor will be notified and given 5 (five) days to clean up the site. If the site has not been cleaned, Riverwind will remove the debris and charge the builder for the cost of removal.

3. Mud/silt/debris free street and proper erosion control are the responsibility of the contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud/silt/debris.

4. Portable toilets must be provided for workers and are required by Henderson County.

5. Vehicles are to be parked on one side of the street only or on the site being worked and not on adjacent lots.

6. Concrete delivery trucks may be washed only on the immediate construction site,

7. Loud radios or noise will not be allowed within the community. Do not mount speakers on vehicles or outside of homes under construction.

8. Only employees of the construction or subcontractors are allowed on the property. Spouses may drive workers to the site and pick them up, but must not remain on the property unless they are employees of the subcontractors. No children will be permitted on the property.

9. No contractor will be permitted to bring pets or alcohol on the property.

Assessments and Property Taxes

Each plat or undeveloped private lot will be levied an assessment of \$80 (eighty dollars) per month or the current rate charged by the Riverwind Homeowners Association (RHOA) at the time of application approval. The assessment for an improved property with dwelling constructed and ready for sale will be \$100 (**one hundred dollars**) per month or the current rate charged by the RHOA. The builder/developer is required to pay this assessment until there is a new owner of the property. That new owner will then be obligated to pay the assessment charged under the Governance Documents of the community. The property taxes are the responsibility of the owner of record.

Impact Fees

Prior to commencement of any construction, breaking of ground, the private Builder shall pay an impact fee of \$1,000 (one thousand dollars) to the RHOA which fee fairly represents the impact which the subject building will have on the community, the existing improvements, amenities and roadways thereof.

Utilities

_____ **Builder/Owner** _____ **RHOA**

All utility connection fees will be paid to the service companies that provide electricity, natural gas, water or sewer service. Any disruption of service to the community caused by construction will constitute a fine of up to \$1,000 (one thousand dollars) a day at the discretion of the Board until service is restored.

Payment of Assessment, Impact Fee and Fines _____ **Builder/Owner** _____ **RHOA**

All payments of assessments will be made in the first 10 (ten) days of the month, subject to a 10% **(ten percent)** late fee for every day the payment is delayed. All impact fees will be paid before ground is broken to begin construction. Payments will be made to the RHOA, 30 Riverwind Drive, Hendersonville NC 28739-9610. All assessments, impact fees and fines are non- refundable under any circumstances.

In the event that legal services are required to settle any dispute or payment difficulties, the fees and charges for those services will be added to the amount in question. If necessary, liens will be placed upon the property and/or dwelling until the issues in conflict are resolved to the agreement of both parties. Authority for enforcing the terms, obligations, fees and fines herein can be found in the Governance Documents of the community or the North Carolina Planned Community Act.

We the undersigned agree to the terms and conditions laid out in this document. This agreement binds the builder/owner, and its successors or assignees, and the RHOA to the terms of the agreement until the last plat is completed by a signed builder/owner. If a single plat or less than ten (10) plats are being developed, each plat will be required to be completed within **six (6)** months as described above. If no building or development has taken place in 5 (five) years, the builder/developer status will revert to an owner subject to all Governance Documents policies to include assessments and impact fees.

IN WITNESS WHEREOF, the Builder/Owner and RHOA have hereunto set their hands and seals the day and year first above written.

Date _____	Riverwind Homeowners Association Inc., a North Carolina non-profit corporation BY: _____ President Builder/Owner _____ _____ BY: _____ Owner/Managing Director STATE OF NORTH CAROLINA COUNTY OF HENDERSON
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I certify that the signatories personally appeared before me this day to sign the forgoing document.

<i>Official Seal</i>	Date _____ _____ Notary Public _____ Printed or Typed Notary Name My Commission Expires _____
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Application Form & Checklist

Submit To: Riverwind Homeowners Association 30 Riverwind Drive Hendersonville NC 28739-9610	Application Date _____ Approval Date _____
Project Location Lot # _____ Street Address _____ City _____ State _____ Zip _____	Owner Name _____ Mailing Address _____ City _____ State _____ ZIP _____ Phone _____ eMail _____
Contractor/Builder Firm _____ Name _____ Mailing Address _____ City _____ State _____ Zip _____ Phone _____ eMail _____	Contractor/Builder Licensing North Carolina _____ Insurance _____ Permits _____
_____ 1. Application Form with Fee	_____ 4. Floor Plan
_____ 2. Impact Fee	_____ 5. Architectural Sketch or Photo
_____ 3. Site Plan	_____ 6. Survey of Target Property
a) Property Boundaries	_____ 7. Samples of Building Materials Used
b) Dwelling Footprint on Property	_____ 8. Lot Pinned and Corners Staked
c) Setbacks	_____ 9. Landscaping Addressed
d) Easement	_____ 10. Licensing and Permits
e) Drainage Plan	
Project Start Date (mm/dd/yr) ___/___/___	Target Date (mm/dd/yr) ___/___/___

_____ Date _____
 Applicant Signature

_____ Date _____
 RHOA Representative Signature

Attachment A

Features Many 55+ People consider

1. Hardwood flooring
2. Thermal pane windows
3. Ceiling fans
4. Ceiling lights
5. Elongated handicap toilets
6. Fiberglass shower/tub
7. Fiberglass shower for handicapped
8. Medicine cabinet
9. Fireplace
10. 6 panel doors
11. Lamp outlets controlled by switch, living room and bedrooms
12. Separate switches for ceiling fans and lights
13. A/C w heat pump
14. Gas heat, dryer, stove, hot water tank
15. Pre-wired TV jacks, pre-wired phone jacks, pre-wired computer outlets
16. Plumbing for ice maker
17. Porches and decks
18. Garage, one (1) or two (2) car, with storage

Attachment B

Holiday Schedule

The following Holidays are when no construction should occur.

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Riverwind Developer/Designated Builder Construction Rules

Rules apply to any type of construction within Riverwind including ,manufactured, modular and stick built dwellings. The Rules also apply to any add-on or replacement construction.

1. Requirements for Design & Appearance

- A) Manufactured homes or “mobile homes” will be allowed only if an existing structure of like kind is being replaced. There shall be no further allowance for Manufactured/Mobile homes on vacant lots or to replace other types of structures in the Riverwind Community
- B) Modular or stick built homes shall include garages only, no carports
- C) Homes shall be designed and constructed in keeping with existing neighborhood standards of color, texture, and siding. Further guidelines are presented in the RHOA governance documents including a minimum of 1200 square feet and not to exceed one story.
- D) Homes shall be constructed on crawl-space type foundations. Concrete slabs and basements are specifically not allowed
- E) Sidewalks and Driveways shall be concrete
- F) Culverts shall be installed as needed for proper storm water routing
- G) Mailboxes will be provided by the RHOA Community
- H) Roofing material shall be typical architectural composite shingles similar in color, style and texture to pre-existing community roofs
- I) Siding shall be vinyl should blend with existing styles, colors and textures

2. Requirements for General Contractor Initiating and Planning

- A) Developer/Designated Builders shall possess and provide to RHOA upon demand:
 - 1. General Contractor License and Certificate of Insurance
 - 2. General Contractor physical address and contact information
- B) Construction applications for Private Builders (these are builders that are not Carrollwood, its Affiliates or Authorized Builders) shall include:
 - 1. General Contractor License and Certificate of Insurance
 - 2. General Contractor physical address and contact information
 - 3. General Contractor references (3) for work of like kind
 - 4. Project Schedule
 - 5. Elevation Renderings, including exterior colors, features, and materials
 - 6. Floorplan drawings in compliance with all building codes
 - 7. Site plans indicating:
 - a. House Placement

- b. Boundaries
- c. Setbacks
- d. Easements
- e. Utility tie-ins
- f. Drainage

- C) Proper planning for erosion control and "mud control" are the responsibility of the GC as required by Henderson County code. Vehicular traffic from the construction site should not shall not carry mud through the Community.
- D) General contractors shall be responsible for obtaining and managing Certificates of Insurance (COI's) for all subcontractors and tradesmen
- E) Sites shall be surveyed or "pinned" indicating lot boundaries and house location on the lot prior to construction
- F) Portable toilets must be provided for workers, as required by Henderson County

3. Requirements for Project Execution

- A) General Contractors and owners are responsible for jobsite safety and cleanliness. Jobsite dumpsters shall be placed and maintained at the discretion of the builder. In the unlikely event that job sites are not kept orderly, General Contractors/Site Supervisors/Owners shall be notified and given five (5) days to rectify. If the site remains unattended, Riverwind will remedy the situation and back-charge the builder.
- B) Construction noise and activity will be allowed Monday to Saturday, 07:00 to 18:30. There shall be no construction noise or activity on Sundays or Holidays (Attachment B). Loud radios or noise will not be allowed within the community
- C) Community Utilities & Personal Property
 - 1. Water, Sewer, Phone, Cable and Electrical service lines shall be located and marked prior to excavation.
 - 2. Incidental damage to community utilities shall be immediately addressed by the Builder and resolved as expeditiously as possible. In the unlikely event that the Builder fails to immediately address service interruptions due to negligence of the Builder, the HOA shall move to make the repairs and back charge the Builder for invoiced costs plus management fees of up to \$100 per day.
 - 3. Builder will immediately be responsible for repairs to surrounding personal property or common areas that could possibly be incidentally damaged during construction.
- D. Vehicles are to be parked on one side of the street on on owners' property only.
- E. Concrete truck "cleanouts" shall be conducted on the owner's property only.
- F. Except for drop-offs or pickups, workers' family members are not allowed in the community.

- G. Workers shall not bring pets or alcohol to the job site.
- H. Construction activity shall be completed within six (6) months, measured from commencement of construction to Certificate of Occupancy ("C.O."). A single 30 day extension may be granted by the RHOA for a fee of \$250.

4. Administrative Notes

- A. Payments of fees, assessments and fines will be payable to:
 - 1. RHOA, 30 Riverwind Drive, Hendersonville, NC 28739.
- B. Authority for enforcing terms described herein are included in the Riverwind Governance Documents and/or the North Carolina Planned Community Act.
- C. In the event that legal services are required to settle disputes, the associated fees incurred shall be paid to the prevailing party.
- D. Carrollwood, its Affiliates and Authorized Builders are exempt from fees and assessments.