

**Hammocks at River Wilderness HOA Policy
Supplement to Declarations
A Deed Restricted Community
*Architectural and Landscape Guidelines***

***Policy Supplement to
“ARTICLE IV ARCHITECTURAL REVIEW”
Dated: October 27, 1996***

Guidelines Approved: 2-4-08 Rev. 05-27-2021

Original effective date: 2-4-08

Revised effective date: 10-20-16

Correction effective date: 1.25.17(pgs 14-15),

7.6.17(pgs 4-5,7,16)

Revised 7.30.18: 3.28.19(pgs 2,4,8-10,12-13,17,20)

Latest Revision 5.27.21. (pgs 13, 16, 18-19)

(Note: This document incorporates most of the same information from the River Wilderness Homeowners Assn supplement policy, REV.4, 12/16/20, in addition to the original Hammocks Handbook Rev 2. 3-22-13, which was superseded with version 10-20-16; this latest revision 5 includes the newly passed guidelines regarding overnight parking, dog owners policy for “poop and scoop” and pruning canopy trees)

INTRODUCTION

HAMMOCKS AT RIVER WILDERNESS IS A DEED RESTRICTED COMMUNITY

It is the express goal of the Hammocks Homeowners Association to enhance the quality of life in our neighborhood while also preserving property values by securing the cooperation of all homeowners in complying with these guidelines. Success in this effort will benefit the entire community. Although many of these guidelines are like guidelines contained in the RWHOA Supplement, this document specifically pertains to the Hammocks at River Wilderness. The Hammocks Guidelines may be more restrictive in some cases.

Architectural Review Committee

The Architectural Review Committee (ARC) is responsible for approving architectural and landscaping plans, including modifications to these plans such as removal of trees, to ensure that the plans are in keeping with the Protective Covenants and Restrictions that govern the Hammocks community.

All changes proposed to the exterior of your home and/or property must be submitted in writing to the Hammocks Homeowners Association or its Management Company BEFORE work is to be started. This includes, but is not limited to, color selections for exterior home and trim, landscaping, colors/stains or pavers for driveways and walkways, gutter installation, pool and/or lanai additions, and the pruning or removal of trees. The River Wilderness Homeowner's Association (RWHOA) webpage (www.rwhoa.org) or the Management Company website houses the documents needed to submit an Architectural Review Form. The color palette book, containing the approved color palette schemes for exterior home painting, is available at the River Wilderness Club House office, the Sherwin-Williams Paint Store at 10520 Portal Crossing #109, Bradenton, FL 34211 and from the ARC Chairperson. The color palette book can also be found on the Sherwin Williams website, (<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/parrish/fl/hammocks=at=river-wilderness/>). The color palette spreadsheet is Document 3 at the end of this document. It can also be obtained from the Management Company website (argusmgmt.com), from River Wilderness website, www.rwhoa.org, or requested from the Architectural Review Committee, email hammocksarc@rwhoa.org. The River Wilderness Master Association web page is www.rwhoa.org, which can provide all the current ARC chairperson's contact information. If you contact Argus Management Company, they can also supply the current chairperson's contact information. Obtain the Hammocks Architectural Review Form (Document 1) and the detailed list of the required accompanying documents from the Management Company's website or www.rwhoa.org website. Send the completed Hammocks Architectural Review Form with any required attachments to the Management Company. This request will then be forwarded to the Architectural Review Committee (ARC). The ARC must review all proposed improvements or changes to your property, per the deed restriction documents, and will do so in a timely manner. Approval will be in writing on the submitted ARC request and will include an expiration date of six months from approval date. If your work is not started by that date, a new ARC form would need to be submitted, reviewed, and approved.

Failure to request changes in writing for formal approval prior to the work being completed could result in additional delays and expense to you, the homeowner. Any changes made without approval are subject to reversal at the homeowner's expense.

If the ARC request is related to a violation, approval will be in writing on the submitted ARC request, and will include a date for compliance, when appropriate. It will also include a notice to the homeowner that failure to comply in full by the date specified would be in violation of the Covenants and may result

in a fine of up to **\$100** per day. A copy of each ARC Approval Request will be sent to the Property Manager for follow up. Failure to comply will be brought to the attention of the Compliance Committee (CC) by the Property Manager and the homeowner will be notified to attend the CC meeting where they may be subject to a fine.

Please do not proceed with any changes without formal approval just because your neighbor has, for example, a garage door with windows. These items may have been grandfathered and are not currently an approved item. They should not be examples or justification when applying for approvals or modifications to your home.

Homeowners leasing their property are responsible for informing their lessee of all regulations and the homeowner is responsible for any misuse or damage to common area property.

During a construction or improvement project, the homeowner shall not store any items in the front yards. The homeowner is responsible for the actions for the contractor(s). Damaged sidewalks, neighboring property and common areas must be repaired or replaced in a timely manner by and at the expense of the homeowner making the modification. Any concerns related to this paragraph should be discussed prior with ARC Chairperson to make reasonable accommodations if required.

The following guidelines are provided to easily identify sites that will assist all homeowners in making appropriate requests for modification of their home site while adhering to the RW and Hammocks Homeowners Documents.

Approval of a modification allows for only that particular modification with the specifications provided. Approval is for duration of six (6) months only. After that period has lapsed, the approval is void and a new request must be submitted. Any changes proposed after the original approval is given must be presented as another written ARC request and, therefore, subject to another review and final approval. For example, just because a homeowner gets approval for a 10-foot x 12-foot pool does not allow the homeowner to put in a 15x40 pool, nor does it allow for changes for materials used.

These guidelines are subject to change and are to be used in co-existence with specifications of the RWHOA and Hammocks HOA legal documents.

Document 7 attached is a copy of River Wilderness Golf and Country Club Map.

Refer to Master RW ARC guidelines, pgs 4-7, to see a summary of recent updates, which will be incorporated into this document as applicable.

Hammocks Non-Compliance Process:

- a. Homeowners will be sent written notification(s) of community violations.
- b. Non-compliance will result in a final letter indicating fines that have been approved by the Hammocks HOA Board.
- c. A monetary fine can be imposed as well as a civil lawsuit filed for continue violations.
- d. Any fines may be appealed and result in a hearing with the Hammock's Compliance Committee, which is made up of at least three Hammocks homeowners other than Board of Directors Members.
- e. Action by the Compliance Committee may be appealed to the Hammock's Board of Directors.

See RWHOA.ORG, Community Guides, Policies and Forms, Violation Policy - Hammocks

TABLE OF CONTENTS

- I. Architectural Guidelines
 - A. Decks / Lanais / Patios / Carriage Lights/ Landscape Lighting
 - B. Fences
 - C. Outdoor Equipment, Pumps, Garbage Cans and Recycle Bins
 - D. Gutters and Downspouts
 - E. Mailboxes and Posts
 - F. Painting and Exterior House Colors
 - G. Playground Equipment and Swing-sets
 - H. Roofs
 - I. Screens: for Lanais, Entries, Garage Doors and Pool Enclosures
 - J. Swimming Pools/ Community Pool
 - K. Wells
 - L. Windows/Window Treatments
 - M. Propane Tanks
 - N. Hurricane Shutters
 - O. Driveways, Walkways, Sidewalks and Streets
 - P. Home and Yard Maintenance Items and Grills
 - Q. Nuisances
 - R. Boat Ramp/ Boats/ Commercial and Recreational Vehicles
 - S. Antennas, Flagpoles, Banners, Wind Generators and Satellite Dishes
 - T. Decorations
 - U. Dog Owners
 - V. Dumpster/POD Permits
- II. Landscape Guidelines
 - A. Lawns
 - B. Trees and Shrubs
 - C. Fencing/Hedges
- III. Lake & Harbor/River Usage Standards and Guidelines
 - A. Fishing
 - B. Unacceptable Recreational Use of River Wilderness Lakes

I. Architectural Guidelines

A. Decks/ Lanais / Patios /Carriage Lights/ Landscape Lighting

- No wooden deck expansions / extensions are allowed.
- Rear lanais /patios may be expanded/extended using concrete or pavers, subject to ARC review and approval and subject to the site survey plot plan footprint. See Section I. below for other related information. Changes must account for setback requirements.
- All roof extension MUST be attached to existing roof with same pitch and roofing covering.
- Permits must be obtained as required by Manatee County.
- Carriage lights must be original Newbury Outdoor Lantern style, 3 candelabra bulbs, colors are pewter and black.
- Landscape lighting generally permitted with HOA review and approval.

B. Fences

Mission: To define and specify the Fencing Guidelines for the Hammocks HOA. The original intent of the community's development and how this interacts with the existing documents must be considered. These documents were created to protect the original intention of an open and lakefront community. Restriction of fence (or screening) styles, types, colors and material is necessary to maintain both the ambience and property values of the Hammocks in River Wilderness.

- No permanent Fences are allowed in the Hammocks.
- Only other fencing that may be allowed with Hammocks ARC review and approval are:

Hedges

1. Hedges shall be maintained in a trimmed and shaped fashion at height of fence but shall not exceed six (6) feet in height, preferably 4 feet.
2. All new plantings of hedges used as a fence must follow the RW HOA Policy Supplement on Fences.
3. All new plantings of hedges must be submitted to the Hammocks HOA ARC for review and approval.
4. Plant material may not be installed to block any view or access to lakes, ponds, retention, and mitigation areas.

Buried Fences

- Buried invisible electrical fences for dogs are allowed, with ARC approval.

C. Outdoor Equipment, Pumps, Garbage Cans and Recycle Bins:

- All swimming pool equipment, sprinkler pumps, motor generators and other such outdoor equipment must be underground or adequate landscaping shall be installed around these facilities so that they shall not be readily visible from adjacent streets and properties and landscaping will be maintained by the OWNER.
- Garbage and trash containers must be housed in owner's garage until pick up time.
- Garbage cans, yard trash and recycle bins shall not be put out to the end of the yard or to the curb no earlier than 6:00 PM the night prior to the County's scheduled pick up time.
- Consult the trash removal contractor for approved sizes of receptacles and the days assigned for refuse pick up. Currently, Manatee County has designated Tuesdays for trash and recycle removal and Fridays for trash removal. Check the County website for Holiday weeks in which the pick up dates will be moved forward one day.
- Any yard waste needs to be concealed until twenty-four (24) hours before scheduled pick up. Currently, Manatee County has designated Wednesday for yard waste pickup in our community.

D. Gutters and Downspouts

Must be white or any approved house base or trim color as listed in the Hammocks Color Palette book and subject to Hammocks HOA ARC approval.

E. Mailboxes and Posts

- Mailboxes and posts must be uniform. Visit www.rwhoa.org (http://rwhoa.org/RW_2014/hoa_policy/policy_pdf/MailBox_Repair.pdf) for more information on repair, installation, and pricing.
 - The Hammocks mailboxes are a different shape than the RW HOA mailboxes and can be purchased from a variety of big box stores. (see Attachment A)
 - Hammocks mailboxes must be hunter green and standard sized. They must be no more than ten (10) inches high seven (7) inches wide and twenty (20) inches in depth.
 - No character, animal shapes or embellishments of posts or mailboxes are permitted.
 - Mailbox posts must be between four and one half (4-1/2) and five (5) feet tall from the top of the post to the ground.
- Mailboxes that have mildew must be cleaned. The mildew can be easily removed with a bleach solution and a scrub brush.
- Replacement of shared mailbox posts is the responsibility of each homeowner having a mailbox on that post.
- If the above "Mailbox and Posts" guidelines are followed, no ARC request is required.
- Mailbox painting is periodically done at the expense of the HOA. Homeowners may freshen up the paint on their mailboxes using hunter green paint color.

- Repair & Replacement are the homeowner's responsibility. The mailbox will be replaced by the HOA if the damage is the result of actions of the HOA's landscape company.

F. Painting and Exterior House Colors

- A book of approved color palette schemes is available at the River Wilderness Club House office, from the Architectural Review Committee, and the Sherwin Williams Paint Store at 10520 Portal Crossing #109, Bradenton FL 34211. . There is link, <https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/parrish/fl/hammocks-at-river-wilderness/> , to the Sherwin Williams site to visit the color palettes online. The Hammocks HOA Management Company can furnish the Architectural Review Form and contact information for the current ARC Chairman. The Color Chart for the Hammocks can be found on rwhor.org as well under Documents, Community Guides Policies and Forms.
- Paint colors for your house, trim and/or doors must be submitted to the ARC for approval, selected from the Sherwin Williams book of approved colors schemes or the attached spreadsheet (see Document 3). Document 3 was approved by the Hammocks HOA BOD and complies with the following:
 - ⊖ House colors must be different than houses on either side of our lot. No two adjacent houses may be the same color.
 - The house must be one base color and one accent color. House and trim colors must be one of the approved schemes on the color palette list.
 - Doors will not be repainted a color other than from the colors on the color palette without prior ARC approval.
- If house has concrete shutters, shutters may be repainted the original color. If owner chooses to paint shutters from the approved trim colors, the shutters cannot be repainted to previous original color.
- Removable exterior shutters are not permitted except for those homes that have them currently. Once removed, shutters cannot be added. If owner chooses to paint shutters from the approved trim colors, the shutters cannot be repainted to previous original color.
- Most home improvement and paint supply outlets can digitally match virtually any paint color. By taking a Sherwin Williams approved color sample or SW paint number to the store, an **exact match** can be made. If color does not match the approved ARC color, the owner will be required to repaint in an approved color.
- Owners are permitted to repaint their homes the original color if they can match it. If owner chooses to repaint their homes from the current approved colors palette/spreadsheet, the home cannot be repainted to previous original color.

G. Playground Equipment and Swing Set

- No playground equipment is permitted in the Hammocks.
- Portable Basketball goals/sports equipment are not permitted.

H. Roofs

- Concrete slate tile is the only roof permitted in the Hammocks and must be maintained as Tile in the same style and type as originally installed.
- Once a blue tarp goes on the roof for either a repair or replacement, an ARC form must be submitted to the Board, hammocksarc@rwhoa.org, within 30 days as to the action plan to repair/replace the roof so that the blue tarp can be removed as soon as possible.
- Tile roofs are permitted to be replaced with Boral Saxony 900 slate, Palm Island Green or Eagle Bel Air Slate Moss Green and are to be certified to minimum of an ASTM D33131, Class F, and 100 mph wind resistance, with ARC review and approval. Homeowners are not obligated to use these two vendors. However, if the Homeowner uses another vendor the ARC would have to compare and match the Homeowners sample with the color of the approved tiles before approving.
- Concrete slate tile roof repair permitted to be original style and color. If painting is required, the painter must match the existing color of the roof. ARC review and approval required before proceeding.
- Solar heat panels may not be installed on any section of roof facing towards the street. Requires ARC review and approval.
- Roofs must be maintained free of mold/mildew buildup.

I. Screens for Lanais, Entries, Garage Doors and Pool Enclosures

- All screens shall be maintained in good repair, i.e., shall not be ripped or in need of other repair.
- Screen entry doors are not permitted in the Hammocks. Rollaway (or phantom/hidden/retractable) screen are permitted on front entry doors with Hammocks HOA ARC approval. Rollaway frame color must match entry door, trim, house color.
- Entry Doors: Solid fiberglass doors are the original type permitted in the Hammocks.

Additionally, decorative glass front doors are allowed based on the following architectural standards:

- i. ARC approval is required to preserve the architectural integrity of the community.
- ii. Doors must maintain current style and shape (existing footprint)
- iii. Glass in doors must be full length.
- iv. Doors must be painted the ARC approved paint colors, no wood doors.
- v. No multicolored glass or odd shaped glass configurations.
- vi. No wrought iron on outside; all coming and wrought iron must be within the tempered glass door.
- vii. ARC approval is needed before moving forward with installing front glass doors.

- Screened entries are not permitted in the Hammocks.
- Pool/spa cage enclosures will be white. No other color is permitted. No opaque or painted screens allowed.
- Pool/spa cages shall not exceed the first floor of the home and less than half the peak of the house roof. Exceptions may be granted for two-story homes.
- Retractable garage door screens are prohibited.
- Garage doors in the Hammocks are solid and may have windows.

J. Swimming Pools/Community Pool

- Pools/spa will be caged and will not have fences.
- No above ground swimming pool shall be permitted.
- All pool equipment will be out of the view from the front of the house. All pool equipment should be heavily shrub from view.
- Solar heat panels may be installed on the section of the roof facing towards the sides or rear of the house; they are not allowed on the roof facing towards the street.
- All pools/spas, screening and caging shall be subject to Architectural Review and approval.
- Community Pool:
 - Parking at the Hammock's community pool is for pool use only.
 - Pool gates should be locked at all times.
 - Keys are obtained through the Hammocks Association.
 - Hours of operation: Dawn to Dusk
 - Pool heater is set for 85 degrees when air temperatures are considered 'seasonal'. If the air temperature falls to unseasonal levels for extended periods of time the heater will be turned OFF until the return of more seasonal temperatures.
 - Minimum age of unattended children: 16
 - Lighting schedule: Dawn to Dusk
 - Neither pets nor smoking is permitted in the enclosed pool area.
 - **No** glass containers are permitted in the enclosed pool area.
 - **This is your community pool. Please leave the chairs and tables in a neat and orderly array. Close the umbrella when leaving.**

K. Wells

- No individual home wells are permitted in the Hammocks.

L. Windows/Window Treatments

- Drapes, mini-blinds, vertical blinds, etc. are encouraged.
- Commercial wording is not permitted.
- Obscene words or designs are not permitted.
- Temporary window treatments, such as sheets, newspapers and/or foil, will not be allowed.

- Interior vinyl windowpane inserts must be kept in same condition as originally installed. Broken or damaged pane inserts must be repaired, replaced or removed completely. All windows facing the street must be uniform in appearance with regard to windowpane inserts, i.e., white, double hung with mullions in the front.
- Hurricane shutters must have ARC review and approval. (See section N)
- Decorative shutters are not permitted in the Hammocks. (See section F)
- Lanai shading: roll up screens are subject to ARC review and approval.
- Awnings:
 - Retractable awnings are only allowed in the lanai area and are to be ARC reviewed and approved.
 - Awnings must be maintained in good repair and material must be canvas and other fabric.
 - Metal awnings are not allowed.

M. Propane Tanks

- Permanent installation of a ASME propane tanks must be underground.
- Any propane tank 100 gallons or less may be above ground but MUST be anchored per NFPA58 or Manatee County building codes with ARC review and approval.
- Any propane tank above ground must be heavily shrub to be hidden from public view, i.e., the street and neighbors.

N. Hurricane Shutters

- The hurricane season, as stated by the National Oceanic and Atmospheric Administration (NOAA) runs from June 1st through November 30th of each calendar year. No temporary hurricane protection systems will be erected or installed prior to or remain on the Hammocks residences outside of the above dates. In the event there is a storm threat, as stated by NOAA, which is outside the defined period, hurricane/storm protections systems will be permitted for installation and subsequent removal on a short-term basis.
- This section pertains to hurricane systems that are erected/installed by homeowners only during an imminent threat of a hurricane/storm strike as issued by NOAA, State of Florida, and/or Manatee County for our area.
 - During an actual and imminent hurricane threat most all types of hurricane protection systems are acceptable, i.e., accordion, wind screens, etc.
 - Protection systems are normally erected/installed 72 hours prior to “official” storm notification and must be removed within 72 hours of the storm passing.
 - The initial installation of protection systems that require permanent structural changes (i.e., hangers, hinges, straps, etc.) to the residence require ARC review and approval.
- This section pertains to owners who will be absent and who wish to erect/install shutters for the entire hurricane season (June 1 to November 30) or a major portion thereof.

- Lexan or clear panels are the only hurricane protection system that will be approved for covering windows and entryways for the entire seasonal period.
 - Hammocks BOD approval is required for this deviation.
 - Hurricane protection systems may only be installed during the June 1 through November 30 hurricane season.
- The above Hurricane Shutter guidelines balance the needs and requirements of absentee residents and considerations of owners living full time in the Hammocks. The exterior appearance of homes in the Hammocks is clearly affected by activation of hurricane protection systems, and permanent activation of the systems should be held to a minimum level to preserve our attractive community.
- No shutters will be stored on the exterior of the residence, except the type of shutters stored in the manufactured container box, such as electric or manual roll downs, attached permanently to the house and painted to blend with the exterior. Shutters must be reviewed and approved by the Hammocks ARC.
- **There is also cause for concern that windows covered for a hurricane event prevent egress/ingress in case of fire or other emergency. Those issues are the responsibility of each homeowner.**

O. Driveways, Walkways, Sidewalks and Streets

- All driveways shall be constructed and maintained with concrete, with green brick accents, per the original architectural standard, unless one chooses the option to replace their driveway with pavers.
- Homeowners are allowed the option to install cement paver driveways based on the following architectural standards:
 - Paver colors and patterns were determined based on Stabil Concrete Pavers brochure, which is available from the ARC. Their website is <http://www.stabilconcretepavers.com/white-cement.html> to view the colors.
 - The approved colors (all in the grey tones) are:
 - Palm Island
 - Coconut Palm
 - Bamboo
 - Tequila Beach
 - Clamshell
 - Sharktooth
 - Homeowners are not obligated to use this one vendor. However, if the Homeowner uses another vendor the ARC would have to compare their sample with the Stabil Concrete color samples preselected by the ARC to gain approval.
 - ARC approval and notarized affidavit (Documents 1& 2) are needed before moving forward with installing pavers.
- Concrete driveways can be stained with approved colors and with ARC review and approval.

- Public sidewalks shall **not** be stained, sealed, or painted in any manner.
- Weeds and grass growing between cracks in driveways and sidewalks and at edge of street must be killed and removed.
- Entry pads to doorway located under roof cover may be constructed of concrete, stone or pavers with ARC review and approval.
- All vehicles, boats and all other items shall be always kept within the enclosed garage except for loading, unloading, washing and garage cleaning. New residents may park their vehicle(s) in their driveway for up to two weeks (14 days) beginning with their initial move-in date.
- Daily guests may park in the driveway while visiting. Day guests would be defined as those visits to be measured in hours. These guests would use the driveway and may overflow into the street for additional parking if necessary.
- Residents must contact the HOA representative to announce all overnight guests before their arrival. Presently the resident must give the representative, Bob Seaton at 941-776-8551 or rseaton1@tampabay.rr.com the arrival date as well as the departure date for a maximum of two weeks. Upon the guest's arrival, they will be issued a white ENTRY PASS from the Gate house to be placed on the vehicle's dash. A HAMMOCKS PARKING PASS will then be issued by Bob Seaton upon contact. This three-inch ORANGE STICKER showing the expiration date must be visible from the street. The orange sticker must be placed on the exterior of the rear window of the visitor's vehicle upon arrival to the resident's home. If there is no orange sticker on the guest's vehicle, the resident will be in non-compliance. Street parking overnight is never permitted in the Hammocks. If a resident has an overnight guest, and there is room available in the garage, it is expected that the guest's car will be place inside. No vehicles are allowed to be parked on the street overnight.
- Sidewalks:
 - Damage caused by the homeowner is at the homeowner's expense.
 - Damage caused by natural causes is at the Hammocks HOA expense.
- Street repair and maintenance is the responsibility of the Master HOA of RW.

P. Home and Yard Maintenance Items and Grills

- Grills of any kind (not limited to propane and charcoal) must be stored in the lanai at the back of the house or in the garage when not in use.
- No home or yard maintenance items, such as, but not limited to, wheelbarrows, small trailers, leaf blower, PVC pipes, bricks, etc. shall be stored or left in the yard. These items are an eyesore when viewed from windows or yards of any neighboring homes. These items must be stored in the garage.
- Garden hose carriers may be mounted on the outside wall of the home but only on the side walls or back walls. They may also be place in the yard area next to the outside water faucet but only at the sides or back of the home.
- Clothes Drying Area: No clothesline or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot, and clothing, sheets, blankets, towels, or other articles shall not be hung ...or otherwise exposed.

- Signs: no signs are permitted on any Lot in the Hammocks, except alarm company signs and signs/permit that are required by county/state regulations during construction.
- Brown Pine Bark Nugget Mulch is the only permitted mulch. No other type of mulch is allowed.

Q. Nuisances

- Hammocks Declaration 6.5, as well as River Wilderness's DRPC (Article 3, 3.21 Nuisances) states that "No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his lot or permit to be carried on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood."
- Noise nuisances will include, but not limited to: uncontrolled barking of dogs; loud music emanating from inside the dwelling, yard, lanai, or vehicles; fireworks; parties or any gathering; faulty air conditioning or pool equipment; early morning or late evening maintenance; construction; and vehicle repair. Nuisances will be enforced according to the local Manatee County codes.

R. Boat Ramp/Boats/ Commercial and Recreational Vehicles

- The boat ramp/kayak launch is private and exclusively for the use and enjoyment of all homeowners and their guests from sunrise through sunset. A homeowner must be present when his guest uses the boat ramp/kayak launch and is responsible for the compliance of his guests with these rules and regulations. No persons under eighteen (18) years of age may use the boat ramp without a parent or guardian over the age of eighteen (18) years present.
- Each homeowner/guest must obey all "Idle" or "No Wake" zone signs.
- The following activities are strictly prohibited in or on the boat ramp and related common property:
 - Harassment or feeding of Manatees
 - The cleaning of fish
 - The making of boat repairs of any type
 - Swimming in the vicinity of boat ramp
 - Parking in grassed areas, on the streets or at the Islands Club
 - Littering
 - Such other activities that have the tendency to result in the annoyance or offense of other homeowners and their guests in the use and enjoyment of the boat ramp, park and dock by other homeowners and their guests.
 - Please use the provided fishing line disposal bin.
- Violation of any River Wilderness, Hammocks or governmental Manatee protection measure shall constitute grounds for terminating or revoking a homeowner's privilege of using the boat ramp, kayak launch, park and/or dock. Violation will be reported to the appropriate regulatory agency for enforcement.
- The RWHOA BOD/Hammocks BOD may suspend, restrict, terminate or revoke any homeowner's right to use the boat ramp, kayak launch, park and/or dock upon

receiving a complaint or comments that a homeowner or his/her guests have violated any of these rules and regulations.

- Homeowners leasing their property are responsible for informing their lessee of all regulations and the homeowner is responsible for any misuse of the boat ramp area.
- Maintenance and Storage of Boats and Vehicles: "No maintenance, repair or storage of any boat or vehicle, shall be permitted upon any Lot except within an enclosed garage."
- Commercial and Recreational Vehicles: "Unless prior approval has been granted by the ARC, no commercial vehicle, recreational vehicle, trailer camper, motor home, panel trucks, canoe or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is in a garage or is a commercial vehicle in the process of being loaded or unloaded."
- Vehicles and Repair "No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage."

S. Antennas, Flagpoles, Banners, Wind Generators and Satellite Dish

- Antennae and Aerials "No antennae, mast, dish, aerial or other similar device shall be placed upon any Lot or affixed to the exterior of any building, and no such facility place or affixed within a building shall extend or protrude beyond the exterior of such building. Provided, however, the ARC may approve any such item if it is erected and maintained in such a way that it is screened from public view." Dish satellite placed on back or side of house is allowed with ARC review and approval.
- To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance and inconvenience to other residents of the community, if this placement would still permit reception of an acceptable quality signal. The Board of Directors of the Association may promulgate rules and policies on suitable locations for each lot. (In accordance of RW Article 3, 3.08 and Policy A-2). NO antennas or structure may extend above roof of the house.
- **What Flag can be flown:**
 - American Flag, if several flags are flown on one pole at the same time, the American flag is always on top.
 - State of Florida flag
 - Flags representing the United State Armed Forces including POW flags
 - Special occasion flags
 - Flags being flown from the flagpole must be of a type consistent with the State of Florida statutes.
- **Where Flag can be flown:**
 - Flag poles erected according to specification and in locations approved by the Architectural Review Committee.
 - From brackets attached to the outside footprint wall of your home.

- **Cannot** be attached to mailboxes, mail posts or erected within ten (10) feet of mail delivery space.
- **Cannot** be hung from inside of any home window.
- **When Flag can be flown:**
 - American, State of Florida Flag may be flown 24 hours, 7 days a week. The American Flag **MUST** be lighted if flown after dusk.
 - U.S. Armed Forces flag on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day.
 - College/University, sports teams, special occasion flag may fly 1-4 days.
 - Holiday and seasonal flags may fly up to 14 days.
- **Banners**
 - Small banners are to be displayed near the residence, in landscaping beds.
 - Holiday banners may be displayed up to 14 days and one month for seasonal and decorative banners.
 - No banners are to be attached to the mailbox or mailbox post except holiday bunting/decorations.

T. Decorations

- No person shall install or maintain on any Lot any decorative lights, or similar items, without prior written approval of the ARC; provided however, that nothing herein shall prohibit the use of seasonal holiday decorative lights ornaments and displays between Thanksgiving and January 10th. Regarding the "display duration" for other holiday decorations, common sense should prevail.
- Lawn decorations are limited to the front entry area of home.

U. Dog Owners

- Dog owners are asked to comply with Manatee County leash law and please "stoop and scoop"
- Per Manatee County Ordinance, Animal Ordinance 12-10:
 - Your dog or cat must be on a leash no longer than eight (8) feet in length when the dog or cat is off the property of the owner and must be under the physical control of the owner or custodian.
 - The ordinance requires pet owners to remove feces deposited by their animal from any public property or private property of another.
 - Hammocks pet owners are required to remove feces deposited by their animal(s) on their property daily to avoid harmful runoff into our ponds and unpleasant odors that would be nuisance to neighbors.

V. Website:

https://www.mymanatee.org/departments/public_safety/animal_services/manatee_county_animal_ordinance **Dumpster/POD Permits**

- A manual process with appropriate forms will be implemented at the entry gates when a Dumpster or POD delivery is made. The driver will be issued either a "Dumpster" or "POD Permit" to be given to the resident, or contractor customer

along with the container, which will be located on private driveways only. No POD or Dumpster is permitted to be parked on the street. The Hammocks homeowner must get ARC approval prior to the POD/Dumpster arrival. The resident or contractor customer will affix the self-adhesive permit to the container, so the permit faces the street. The Security Officer at the gate will note the issue date, property address, and report the information to the Compliance Committee. PODs and/or Dumpsters will be allowed up to 10 days before they must be removed. (Exceptions will be made for new construction that will allow Dumpsters to be on the property up to 60 days before removal).

II. Landscape/Irrigation Guidelines

The Hammocks is a LOW maintenance community and contracts out routine maintenance of lawns, shrubs, and trees. The HOA shall maintain the lawn and irrigation systems on each lot. Grass/sod replacement will be at the expense of the HOA, unless the damage is a result of an intentional or negligent act by the homeowner. It is at the homeowner's expense for finding the irrigation valves and repairing underground irrigation leaks. Minor landscaping, such as shrub removal and replacement with like item, adding flowers to existing gardens and re-sodding dead lawn areas, does not require Hammocks ARC approval. Approved Grass Sod, trees, and plant material replacement as a result of freeze, insects, wind, improper watering, fungus, and invasion of undesirable vegetation is at the homeowner's expense. The property manager should be notified of any landscaping or irrigation deficiencies in order that they may be corrected. The landscape company must not be contacted by the homeowner. Any work order not authorized by the Property Management Company/BOD will be rejected by the HOA and will be at the homeowner's expense.

A. Irrigation

Irrigation repair will be made at the expense of the HOA or the Landscape company, or Homeowner depending on the reason for the repair.

1. Damage caused by homeowner is at the homeowner's expense.
2. Damage caused by Landscaper is at the Landscaper's expense.
3. All other repairs to the irrigation system are at the expense of the Association (HOA), except finding irrigation valves and repair of underground irrigation leaks.
4. Any emergency request for landscape service by homeowner will be charged to the homeowner for the incremental increase for service as a result of the emergency request for landscape service.
5. All utility lines (water, sewer, electric and backflow valves) are the responsibility of the homeowner in the event of any maintenance or repair, unless damage is caused by the HOA landscape company.

B. Lawns

The HOA shall maintain the lawn on each lot. Grass/sod replacement will be at the expense of the HOA, unless the damage is a result of an intentional or negligent act by the homeowner. (See more details in opening paragraph)

1. Hammocks is a low maintenance community and contracts out routine maintenance of lawns, shrubs and trees.
2. Clippings must be blown back into the yard or swept up and removed. Clippings are not permitted to be blown or swept into the street to be an eyesore to the neighborhood. Clippings left in the street are washed into the storm sewers and become a nuisance in the lakes to which they drain. Grass clippings promote algae growth, and the algae requires spraying by our lake management company, adding expense to all homeowners. Manatee County has a “nutrient pollution” ordinance that speaks to this issue.
3. At no time will walkways and/or planting areas exceed approximately half of the available front lawn area unless approved by the Hammocks ARC.
4. Backyards, when in view of other properties, must also have approved SOD of at least half of the available lawn area unless approved by Hammocks ARC. There should be approved SOD along the street curb.
5. Prior to commencing with any landscaping project, the homeowner must proceed through the proper approval process, which is submitting the Architectural Review Form and receiving written approval prior to proceeding with any changes or improvements. Additional landscaping done by the Homeowner must be maintained by the Homeowner. The landscaping project cannot impede the landscaping service’s ability to perform their work; mowers need 45-50 inches to cut the lawn.

C. Trees and Shrubs

1. Dead trees and shrubs are to be removed and replace within 30 days after approval from the Hammocks ARC.
2. An ARC request may be made to omit replacement of a dead tree or shrub, but if approval is given by Hammocks ARC, then
 - a. The approved SOD grass is to be appropriately filled into site, and
 - b. Approved Sod or other approved landscape material is to be used in its place
3. Boulevard(street) trees are to be replaced, and waivers cannot be granted by the Hammocks ARC or Manatee County. RW HOA documents and the Hammocks HOA documents govern this area. There are separate documents detailing the regulations for tree removal. *See attached Documents 4, Hammocks Article VI 6.11, and Tree Guideline Document on rwhoa.org for some of the general guidelines. The Hammocks have specific Amendments governing the street trees. These are located on RWHOA.org, under Documents: Homeowners Covenants/Restrictions/By-Laws. Scroll down to The Hammocks and click on Documents Package #9. Review Hammocks Amendment for Trees (Nov. 13, 2000), Hammocks Amendment for Red Leaf (Aug. 8,2003) and Hammocks Amendment for Maple Ridge Dr. (Apr. 21, 2004). These Amendments specifically state that if you remove your street oak tree(s), that it must be replaced with another Oak Tree, size 12’x6’x3”. These Documents overrule the Manatee County list of approved trees detailed on their online tree*

removal permit. The recommended replacement trees are High Rise Live Oak or Cathedral Live Oak because these are hybrids for smaller lots. See also RWHOA.org Documents: Community Guides and Forms, OTHER column, Tree Ordinance Manatee County 15-05 for the number of replacement trees based on the diameter of the removed tree.

3a. Oak trees (boulevard/street trees) are the signature tree of the Hammocks and are canopy trees. Other canopy trees include but not limited to Magnolias and Sweet Gum trees. All canopy trees must retain their canopies and "not be allowed to significantly alter the natural form of the tree" per Manatee County tree protection code, outlined below. ARC approval is required to prune/trim our canopy trees. A registered Arborist should be employed to do the work. If a canopy tree is denuded by a homeowner, a substantial fine will be assessed by the Board.

Chapter 7 - ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION

PART I. - TREE PROTECTION, LANDSCAPING, BUFFERS, AND IRRIGATION.

Section 700. - Tree Protection. *The fine could be to remove and replace the tree.*

700.2. - Application.

B.9 Normal Maintenance of Required Trees. Maintenance and pruning of required canopy or understory trees is allowed in order to remove diseased or dead wood, remove hazardous limbs, remove or trim limbs that would obstruct vehicular movement, utility lines, or pedestrian traffic, remove double leaders or crossing limbs, or maintain or correct the size of the tree. Trimming to provide proper clearance from overhead utility lines shall be allowed; however, it shall not be allowed to significantly alter the natural form of the tree. Pruning that grossly alters the natural characteristic form of that species is not permitted, (e.g. topiary sculptures or "lollipop" shapes).

https://library.municode.com/fl/manatee_county/codes/land_development_code?nodelid=CH7ENCUREPR_PTITRPLABUIR_S701LASCST_701.6RESTTR

4. When planting tree and shrubbery additions, approximately one half of the available lawn area must be natural grass unless approved by Hammocks ARC.
5. Tree limbs over hanging public sidewalks must not be allowed to hang down so that they impeded those that walk on the sidewalks. The Hammocks' landscape company will trim to a minimum of seven (7) feet above public sidewalks.
6. Pruning's /Clippings from palms, shrubs and general yard waste should not be put out to the curb more than twenty-four (24) hours prior to the scheduled pick-up time.
7. No fruit trees or shrubs are permitted.

III. Lake and Harbor/ River Usage Standards and Guidelines

See RW HOA Supplement at www.rwhoa.org for other restrictions/information regarding this section.

This section includes rules on A. Docks, B. Boat Restrictions, C. Boat Maintenance, D. Free-floating Recreational Watercraft, E. Motorized Remote Control Model Devices.

A. Fishing

- Fishing is permitted by residents of The Hammocks and their guests only in ponds with public access. One cannot access through private property.
- Regular Algae treatments of the lakes is performed by the Master HOA of River Wilderness. Maintenance infrastructure of the Hammocks ponds is the responsibility of the Hammocks HOA.
- River Wilderness waters have been stocked with grass eating carp and other types of fish that help to keep undesirable plant life under control. These and all other fish are not to be removed from River Wilderness waters.
- **Catch and Release** must be practiced on River Wilderness waters.
- Do not dispose of fish carcasses in any River Wilderness waters.

B. Unacceptable Recreational Use of River Wilderness Lakes

- Swimming is not allowed
- Wading is not allowed
- Water skiing is not allowed
- Tubing or other use of floating devices is not allowed
- Boogie boarding is not allowed

Attachments:

Document 1: Hammocks ARC form, revised 10.4.18

Document 2: Affidavit for Paver driveways 3.28.19

Document 3: Hammocks approved color palette spreadsheet revised 3.28.19

Document 4: Hammocks Tree Removal Declaration Article VI 6-11

see Tree Guidelines Document (www.rwhoa.org).

Manatee County no longer requires residential permitting (Document 5-6 removed)

Document 7: River Wilderness Golf and Country Club Map

Attachment A: Drawings of Hammocks' mailbox which is different from the Master

REQUEST FOR ARCHITECTURAL APPROVAL

Hammocks of River Wilderness Homeowners Association, Inc.

This is a request form to be completed by the homeowner and submitted to the (ARC) Architectural Review Committee for approval **BEFORE** any work commences. Please complete in its entirety and mail to River Wilderness, c/o Argus Property Management, Inc., 2477 Stickney Point Road, Suite 118-A, Sarasota, FL.

THIS SECTION TO BE COMPLETED BY THE HOMEOWNER

NAME _____

ADDRESS _____

PHONE (Home) _____ (Cell/Work) _____ EMAIL: _____

DESCRIBE THE CHANGE(S)/ADDITION/INSTALLATION (i.e., pool, screen enclosure, patio, landscaping, sidewalk/driveway, etc.)

LOCATION (Attach a copy of the plot plan/survey showing the location of the addition or installation. Must be provided.)

SPECIFICATIONS (Attach a copy of the plans or suitable drawing or picture. Must be provided.)

DIMENSIONS _____

MATERIAL _____

COLOR(S) (Sample or color chip- must be provided) _____

NOTE: Per the Governing Documents: OWNERS ARE RESPONSIBLE FOR THE WORK/ACTION OF PERSONS UNDER THEIR EMPLOY, DIRECTION OR AUTHORITY. Please supervise the work to ensure that damage to common areas or neighboring properties (contact neighbors if appropriate) does not occur or is incurred. ALL REQUESTS MUST CONFORM TO THE LOCAL ZONING AND BUILDING REGULATIONS AND OWNERS ARE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS, IF YOUR REQUEST IS APPROVED. **ARC Approval expires six (6) months from approval date below.**
Resubmit request if needed.

OWNER'S SIGNATURE: _____ Estimated Completion Date _____

THIS SECTION TO BE COMPLETED BY THE ARC

REQUEST: DATE RECEIVED _____ DATE APPROVED _____ DATE DENIED _____

EXPIRATION DATE _____

(ARC) AUTHORIZED SIGNATURE _____

(ARC) AUTHORIZED SIGNATURE _____

(ARC) COMMENTS & CONDITIONS: _____

DATE RECEIVED BY ARGUS _____ SENT TO ARGUS _____ SENT TO H/O _____

Phone: 941-927-6464 Fax 941-927-6767

Reference: River Wilderness HOA <http://rwhoa.org> {See Declarations, Guidelines, Forms including ARC, Other Info for all RW communities}

Reference: Argus Website <http://www.argusmgmt.com> {Password protected. Password available from Argus or Hammocks President.
Declarations, Board Minutes, Financial Reports}

COVENANT TO RUN WITH THE LAND

THIS COVENANT, made and entered into this ____ day of _____, 20____, by and between HAMMOCKS AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC. ("Association") and _____ (hereafter "Owner(s)").

WITNESSETH:

WHEREAS, Association is the entity responsible for the operation and administration of the Hammocks at River Wilderness Homeowners' Association; and

WHEREAS, the Association is responsible for the maintenance, repair and replacement of the common areas; and

WHEREAS, the Owner(s) own(s) a Lot within the Association located at _____ (hereafter "the Lot" or "subject Lot"); and

WHEREAS, the Owner(s) desire(s) to remove the existing concrete driveway appurtenant to the subject Lot and replace it with pavers ("the work") as more fully described as follows:

_____ ; and

WHEREAS, Article 5.6 of the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration") states that all driveways shall be constructed with concrete unless otherwise specifically approved by the ARC; and

WHEREAS, Article 4.1 of the Declaration authorizes the Board of Directors to serve as the ARC; and

WHEREAS, the Association requires that the Owner(s) execute and deliver to it this instrument as a condition precedent to granting permission for Owner(s) to remove the existing driveway and reinstall a paver driveway.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants set forth below, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, including permission and approval by the Board of Directors of the Association in its capacity as the ARC, to allow the Owner(s) to perform the work, the parties hereby covenant and agree as follows:

1. The Owner(s) agree(s) to be responsible for all costs and expenses to perform the work and once the work is performed, to maintain and insure the driveway at his/her/their sole cost and expense.
2. The Owner(s) assume(s) all responsibility for procuring and/or obtaining all necessary building or zoning permits, variances and adherence to any and all other procedures as outlined for the work by all City, County, State or other governmental entities, including compliance with the South Florida Building Code.
3. The Owner(s) agree(s) to and must retain contractors licensed and insured in the state of Florida to perform all of the work. Such contractors must maintain adequate workers' compensation and public liability insurance to cover any and all damage to persons or property which may occur during the course of the work.
4. The Owner(s) agree(s) to indemnify, defend and hold harmless the Association and its officers, directors, agents and employees from any claims, actions, damages, costs or expenses of any nature or kind whatsoever, including, but not limited to, attorney's fees, through all appellate levels, arising out of or concerning the work. The indemnification provided herein shall survive termination or expiration of this Covenant.
5. It is expressly understood and agreed that this instrument shall be binding upon the parties, their heirs, personal representatives, and grantees, successors in interest or assigns and shall be a covenant running with the land, an equitable servitude, a contractual obligation and shall be a condition implied in any conveyance or other instrument affecting title to the subject Lot.
6. In any action, litigation, or proceeding arising out of or concerning this Covenant, or any act incident to the collection of any monies due hereunder or the enforcement of this Covenant, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees, through all appellate levels. Venue for any action, litigation, or proceeding arising out of or concerning this Covenant shall be in Manatee County, Florida and the parties expressly waive their right to venue elsewhere.
7. Neither Association nor any of its officers, directors, members, employees, or agents shall be liable to the Owner(s) or any other person by reason of mistake in judgment, failure to disclose or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance, or nonfeasance arising out of or concerning the approval or disapproval of any plans or submissions. Anyone submitting plans pursuant to this Covenant, by the submission of same, or any person acquiring title to the subject Lot, agrees not to seek damages from Association, waives any and all rights, causes of action, or actions they have or may have against Association and releases Association of and from any and all injuries, losses, damages and expenses, including attorney's fees, arising out of or concerning the subject matter of this Covenant. Without limiting the generality of the foregoing, Association shall not be responsible for reviewing any plans for, nor shall its review of any plans be deemed approval of, structural safety

Document 2
Pg 3 of 3

or soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, nor compliance with governmental requirements.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date last aforesaid.

WITNESSES:

OWNER(S)

Sign _____

Sign _____

Print _____

Print _____

HAMMOCKS AT RIVER WILDERNESS HOMEOWNERS'
ASSOCIATION, INC.

Sign _____

By: _____
_____, President

Print _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

Personally Known ____ OR
Produced Identification ____

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign _____

Print _____

My Commission expires: _____

ACTIVE: 12006826_1

Rev. 3.28.19	Color Chart for the Hammocks				
	Important Note with this new revised house color chart: House colors must be different than houses on either side of your lot. No two houses in a row will be the same color.				All paints are Sherwin Williams colors
Book Scheme	Sherwin Williams Base	Sherwin Williams Trim,Banding	Shutters, Garage Door, Utility Door	Front Door Color	
#	Color				
1	7531 Canvas Tan	7006 Extra White	Match base or trim	6222 Riverway	
2	7556 Crème	7566 Westhighland White	Match base or trim	6186 Dried Tyme	
3	7043 Wordly Gray	7042 Shoji White	Match base or trim	6244 Naval	
4	6141 Softer Tan	6385 Dover White	Match base or trim	7675 Sealskin	
5	7683 Buff	7006 Extra White	Match base or trim	7614 St Barts	
6	6385 Dover White	7006 Extra White	Match base or trim	6300 Burgandy	
7	7042 Shoji White	7006 Extra White	Match base or trim	6347 Chrysanthemum	
8	7502 Dry Dock	7006 Extra White	Match base or trim	6258 Tricorn Black	
9	6107 Normadic Desert	6106 Kilim Beige	Match base or trim	7729 Edamane	
10	7036 Accessible Beige	0050 Classic Light Buff	Match base or trim	6244 Naval	
11	6205 Comfort Gray	7036 Accessible Beige	Match base or trim	7675 Sealskin	
12	6157 Favorite Tan	7571 Casa Blanca	Match base or trim	6179 Artichoke	
13	7672 Knitting Needles	7005 Pure White	Match base or trim	7594 Carriage Door	
14	6141 Softer Tan	7514 Foothills	Match base or trim	7083 Darkroom	
15	6385 Dover White	7044 Amazing Gray	Match base or trim	7617Mediterranean	
16	7534 Outerbanks	6385 Dover White	Match base or trim	6229 Tempe Star	
	Front Doors	Decorative glass front doors is an option based on ARC guidelines	*Front doors may also be base or trim color	(added effective 3.28.19)	
	Driveway Colors:	Sherwin Williams H&C Concrete Stain	Aztec Sand HC 136		
	Mailbox/pole color	Sherwin Williams H&C Concrete Stain Hunter Green	Cemented Deal HC141	(added effective 10.30.16)	
	* Replacing concrete slate roof:	Boral Saxony Slate 900 (style) Eagle Bel Air Slate (style)	Palm Island Green (color) Moss Creek Green (color)	(added effective 3.28.19)	
	* Approved Driveway Paver Colors	Stabil Concrete Pavers (http://stabilconcretepavers.com/white-cement.html) Palm Island, Coconut Palm,Bamboo, Tequila Beach, Clamshell, Sharktooth		(added effective 3.28.19)	
*Note:	Home Owner is not obligated to use these vendors. However, if the Home Owner chooses another vendor, the ARC would have to compare their sample with preselected approved colors to gain approval.				
Reminder:	ARC Forms must be completed and approved before making any of these changes. Notarized Driveway Paver Affidavit is required.				
	Any questions, please email hammocksarc@rwhoa.org				

HAMMOCKS - Tree Removal

ARTICLE VI 6-11

6.11 Yards and Lawns. That portion of each Lot, including the unpaved portion of a street right of way adjoining such Lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted. Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard. Any portion of a Lot designated as a "visibility area" on the Plat shall be maintained such that traffic visibility is not obscured. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed of concrete, up to and including their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to ARC approval after Architectural Review. Approved landscaping shall be completed not later than thirty (30) days after completion of the dwelling. As part of the approved landscaping plan for each Lot, each Lot Owner shall plant, and continuously maintain the following canopy trees on the Lot:

(a) A street tree for every fifty (50) linear feet, or substantial fraction thereof, or right-of-way. The trees should be located within twenty-five (25) feet of the rights-of-way, and shall be spaced no closer together than twenty-five (25) feet, unless they are part of a decorative grouping; and

(b) One (1) additional tree per lot, preferably located in the rear yard.

(c) The following requirements shall apply to the trees, and their maintenance:

(i) The Lot Owner is responsible for the installation, maintenance and replacement of the required trees.

(ii) The trees shall meet the requirements of Section 715.10.5 of the Manatee County Land Development Code.

(iii) Existing native trees should be used to fulfill these requirements, whenever possible.

(iv) None of the required trees shall be planted within a public or private utilities easement.

(v) Each tree shall be a minimum height of ten (10) feet and a minimum Diameter Breast Height (D.B.H.) of 2 1/2 inches at the time of planting.

(vi) In the event a tree dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days.

7.12 Easements. No easement shall be permitted at any time, including any time, which is not in the public interest.

RIVER WILDERNESS GOLF AND COUNTRY CLUB

Document 4



Attachment A
Hammock's Mailbox

