Riverside Crossing Rules and Regulations

Exhibit A

WHEREAS, Section 4.1 of the Bylaws of Riverside Crossing, an Active Adult Cottage Cooperative (the Cooperative), provides that the Board of Directors (the Board) has all the powers and duties necessary for the administration of affairs of the Cooperative.

WHEREAS, the Board has deemed it necessary to establish appropriate rules, regulations, and procedures for Common and Limited Common areas of the Cooperative.

WHEREAS, any proposed change, revision, or addition to these rules and regulations must be presented to the Board along with the rationale for the proposal. At the next regularly scheduled Board meeting, the Board will review the proposal for clarity and to ensure there is no conflict with other rules, regulations, or Bylaws. After Board review, at the next regularly scheduled membership meeting, the Board will make a recommendation for or against said proposal. Cooperative members shall vote on said proposal following the guidelines set forth in Section 3.5 and 3.6 of the Bylaws of Riverside Crossing. A simple majority of Shareholders will decide if the proposal is adopted.

WHEREAS, the Board of Directors has delegated to the General Manager the day-to-day responsibility of enforcing the Rules and Regulations. Issues not resolved by the General Manager will be referred to the Board for consideration at their next scheduled meeting.

WHEREAS, to enforce the Rules and Regulations, the Board may exercise its authority under the Bylaws and Occupancy Agreement to take action deemed appropriate. Such enforcement actions may include, but are not limited to, written warning, recovery of expenses caused by violation, a suspension of a shareholder’s or resident’s privileges, legal action, or termination of a shareholder’s ownership and occupancy rights in accordance with Article 15 of the Cooperative’s Occupancy Agreement.

BE IT RESOLVED, that the Board of Directors adopts the following rules and regulations for Shareholders, Residents, Guests, and Staff of Riverside Crossing, an Active Adult Cottage Cooperative.

I. Qualified Resident
   A. A “Qualified Resident” is a person 55 years of age or older or the spouse or partner of a person 55 years of age or older that has been advanced by the Membership Selection Committee and approved by the Board of Directors. All Qualified Residents must be listed on the shareholder’s Occupancy Agreement.
II. **Household Information**

A. Each household must complete and submit a Riverside Crossing Resident Information Form to the General Manager to attach to the shareholder’s Occupancy Agreement. Required information includes the following:
   a. Home phone number, cell phone number, and email address if one exists;
   b. Names and contact information of persons to be notified in case of emergency;
   c. Make, model, and license numbers of vehicles; and
   d. Any information on cottage alarm system, if installed.

III. **Cottages**

A. All cottages fall within the Limited Common Area and are owned in whole by the Cooperative. An executed Occupancy Agreement allows the member the right to occupy a specific cottage with the following conditions:
   a. Each full-time resident of the cottage must be listed on the Occupancy Agreement.
   b. A copy key will be kept at the General Manager’s office for each cottage. The Cooperative has a legal right of access to all cottages, and such right of access is immediate in case of an emergency. An “emergency” is defined as “a situation where there is a reasonably apparent risk of death, injury, or property damage.” Non-emergency access will be scheduled at least 24 hours in advance with the resident. The general manager is available for cottage-checks when resident(s) are away. Cottage-checks can be set up through the General Manager’s office.
   c. Porches and patios are for relaxing, gathering, and visiting with neighbors. They are not to be used for storage.
   d. Outside BBQ grills may be used in the rear of the cottages. They should be a safe distance from the cottage itself.
   e. There will be no rooftop antennas located on cottages. Local TV antennas are permitted to be installed in the attic spaces.
   f. Installation of satellite dishes must be approved and the scheduled installation attended by cooperative maintenance staff.
   g. Residents must, at all times, have the physical and mental capacity to care properly for themselves and their cottages, keeping them neat and sanitary, and to meet their obligations under the Occupancy Agreement and the Rules and Regulations. If a resident is unable to care for themselves, or unable to remain safely in their cottage, the resident shall make arrangements with a private contractor to ensure such care is properly provided and that the resident’s obligations are met. The General Manager is available to assist the resident with securing the needed assistance. The Cooperative is not an assisted-living facility and does not provide healthcare, personal care, or personal assistance to residents.

B. **Cottage Repair and Maintenance**

   a. It is the responsibility of the Cooperative to repair and structurally maintain all the cottages within the community. This includes electrical, plumbing, HVAC, and hard construction inside and out, excluding window coverings. All repairs must be performed
by either the maintenance staff or a qualified vendor through the maintenance department. Damage outside of normal wear and tear will be charged directly to the Shareholder. This includes, but is not limited to, damage done by pets, guests, or other damage that is intentional or through neglect.

b. Residents must submit a repair and maintenance request form for service on their cottages. Emergency service will be available for services needing immediate attention, i.e. water leaks, furnace repair, etc. (Form XX)

c. No additions, alterations, or improvements may be done to the cottage, garage, or surrounding area without the express written consent of the Cottage and Grounds Committee and approved by the Board of Directors. Application for improvements must be submitted to the Cottage and Grounds Committee 30 days in advance of any work being started (Form XX). Failure to obtain the required permission may result in the shareholder (resident) being liable for any damages and for restoring the property to its original condition.

d. Any approved improvements will be listed on the Shareholder’s Occupancy Agreement and the Shareholder will be responsible for upkeep and repair of said improvement. If the Shareholder fails to repair or maintain the improvement to the standard of the community, the cooperative will make needed repairs and charge the Shareholder all costs of repair and/or maintenance. An improvement is any addition to a cottage not in the original neighborhood plan or cottage design and includes, but is not limited to, additional patios, fences, plantings, etc.

IV. **Guests:**

A. A “guest” is any person who comes on Cooperative property at the invitation of a resident and who visits the resident’s cottage and/or uses the facilities of Riverside Crossing.

   a. All guests are required to observe the Rules and Regulations, including the pet policy, the same as residents.

   b. Residents are responsible for their guests’ behavior within the cooperative.

   c. Residents allowing guests to occupy their cottage in their absence must fill out Form XX and submit it to the General Manager two weeks prior to their guests’ arrival.

   d. Guests arriving in the absence of the resident must check in with the General Manager prior to occupying their cottage.

   e. Occupancy of a guest(s) for more than 14 days in the absence of the shareholder must be approved in advance in writing by the Board of Directors.

   f. Guests of any age are limited to 30 days when visiting resident. Beyond 30 days requires Board permission and must be requested two weeks in advance.

V. **Noise and Disturbances**

A. Residents should conduct themselves such that they do not unreasonably or unnecessarily disturb the residents of other cottages. **The standard here is reasonableness.** Every resident must exercise due consideration at all hours, but particularly between the hours of
2200 to 0700. Noise in the common green areas with fire pits or fireplaces should be kept to a minimum. Loud music, televisions, or barking dogs will not be tolerated.
B. Noise complaints should be discussed with neighbors. Inability to resolve a complaint should be directed to the General Manager’s Office.

VI. Trash and Garbage Disposal
A. Residents must properly dispose of all refuse. All garbage must be bagged, tied, and sealed. Residents are responsible for placing their garbage bin on the street for pickup on the appropriate day and removing it within 24 hrs after pickup. An effort to recycle items should be made but is not required. Items larger than the bin are the responsibility of the resident.

VII. Smoking
A. Riverside Crossing Active Adult Cottage Cooperative recognizes tobacco use is a leading cause of preventable illness and that exposure to second-hand smoke can contribute significantly to preventable illness and disease.
   a. There will be no smoking inside any building and within 25 feet of any building owned by the Cooperative. This includes cottages, garages, common house, and garden sheds. This smoking ban includes any tobacco, cannabis, or e-cigarette product. Residents may smoke on the paths outside of the pocket areas and around the fire pits as long as fire regulations permit.
   b. Residents that ignore the smoking ban and smoke within their cottage will be responsible for costs of cleaning, repairs, and replacement, which could include, but is not limited to, carpet, drywall, or any other item damaged by smoke. These costs will be charged to the Shareholder or deducted from the sale of their Share and Equity amount.

VIII. Parking & Vehicles
A. There will be a maximum of two vehicles permitted per cottage.
   a. Each vehicle will be registered with the cooperative.
B. Each vehicle will be in good repair, have current MDV registration, and be licensed and insured.
   a. The Board has the right to require a resident to repair or remove a vehicle with excessive fluid leaks that could damage cooperative property.
C. There will be NO parking of trailers, motorhomes, campers, or snowmobiles within the community, except for pre- or post-trip loading and unloading. A maximum time of 2 days
IX. **Garages**

A. All garages fall within the Limited Common Area and are owned in whole by the Cooperative. An executed Occupancy Agreement allows the Shareholder the right to occupy a specific garage that is assigned to a cottage with the following conditions:

   a. If two vehicles are owned, one vehicle must be kept in the assigned garage. Garages are for vehicles and are not to be used as storage units.
   
   b. If a resident does not own a vehicle, they may lease their assigned garage to another resident within the community for vehicle parking.
   
   c. Because of liability and laws concerning hazardous materials, there will be no repairs to vehicles in garages. This includes, but is not limited to, fluid draining and changing oil, antifreeze, transmission, etc.
   
   d. Flammable or hazardous material shall not be stored in a resident’s garage. Fuel cans can be stored in garden sheds in approved containers for neighborhood power tools.

X. **Common House**

A. Any Resident in good standing is permitted to schedule the use of the Common House for their own personal use or for a sponsored group or individual. Any resident that schedules the Common House must be present during the time the House is being used.

B. It is the responsibility of the scheduling person to make sure the Common House is cleaned and organized after individual or group use. This includes the kitchen, dining, and community room.

C. The guest room must be reserved and paid for through the General Manager’s office. Guest room rates will be set by the Board and reviewed annually. The General Manager will be responsible for arranging cleaning services for the guest room and Common House.

XI. **Fire Pits and Patios**

A. Common fire pits and patios are for the exclusive use of residents and their guests. Firewood is provided through the Cottage & Grounds Maintenance fund. It is the responsibility of the resident to keep their fire under control and follow all fire restrictions enacted by local, state, or federal agencies. Fire pits and fireplaces will be maintained by the maintenance staff, but members are responsible for keeping patios neat, tidy, and kept.