

Master Architectural Standards Overview

I. The Big Picture: Who Governs What?

Our community is governed through a two-tier association structure. All owners are members of The Inlets at Riverdale Master Association and are also members of one of three Neighborhood Associations: The Inlets, Harbour Walk, or The Reserve. Certain matters are governed at the Master Association level, while others are governed by the applicable Neighborhood Association.

The Master Architectural Review Committee handles those items that the Neighborhood ARB's do not address because they don't govern Master owned assets such as protecting our canals, common area fences, freshwater seawalls, common area walkways and fences, community boat lifts or our stormwater management system.

Generally, Neighborhood ARBs focus on how things look and function at the lot and neighborhood level, including aesthetics, materials, landscaping, and lot drainage to the street. MARC focuses on how improvements may affect Master Association property and infrastructure, including seawalls, freshwater canals, stormwater management systems, drainage, navigability, maintenance access, and waterfront safety.

- **Where to look:** See **Section 4.1 (Table B)** for a side-by-side comparison of Neighborhood vs. Master responsibilities. See **Appendix A** for a copy of the MARC Application and the most common requests.

II. Protecting Our Water: The "15-Foot Zone"

Because our freshwater canals are part of a critical stormwater management system, and seawalls and other infrastructure are extremely expensive to replace, the Master Association also has authority over any work done within **15 feet of a canal wall** pursuant our Master Declaration as amended in 2008 §10.04(f).

- **The Basics:** Pools, lanais and patios, must be set back at least 15 feet from the canal. You cannot plant trees or shrubs with invasive roots in this zone. Engineering inspections may be required to ensure proper drainage to prevent soil erosion and/or continuing structural integrity upon seawall.
- **Required Agreements:** Many projects in this area require an **Installation, Maintenance, and Use Agreement (IMUA)** to protect the community from potential wall damage. (See Appendix F)
- **Where to look:** See **Sections 3.2** (homeowner responsibilities), **5.6** (swimming pools), and **8.1**(landscaping) , **8.2** (additions alterations, home footprint, lanai or patio) and **8.3** (pavers)

III. Yard & Drainage: The "5-Foot Easement"

To prevent flooding, most lots have drainage easements along the side and rear property lines.

- **Keep it Clear:** Trees or shrubs should not be planted in the middle two-thirds of a drainage swale, as water must be allowed to flow freely to the street or canal.
- **Grandfathering:** Generally, landscaping installed before 2026 is "grandfathered" until it needs to be replaced.
- **Where to look:** See **Section 2.3** (grandfathering) **Section 7** (stormwater drainage standards) and **Section 8.1**(landscaping).

IV. Waterfront Living: Lifts, Docks, SeaWalls

Specific rules apply depending on whether you live on a freshwater or saltwater canal.

- **Freshwater:** Limits exist for boat size and weight depending on which canal you live on and the capacity of the community boat lift. Floating lifts and Elevator lifts are permitted with approval. Boat Canopies are not. Floating lifts just for position to prevent encroachment. No dock posts, boats or lifts allowed in the side setback. Stationary elevator lifts may require engineering reviews and do require an **Installation, Maintenance, and Use Agreement (IMUA)**. (See Appendix C)
- **Saltwater:** Standards for dredging, docks, seawalls, canopies and other water structures incorporate Manatee County and City of Bradenton codes.
- **Where to look:** **Section 5** (Freshwater) and **Section 6** (Saltwater).

V. Home Improvements: Additions and Pavers and Artificial Turf

Any change to your home's "footprint" (like adding a room, extending a lanai, adding a patio or pavers) requires a MARC review to ensure you aren't accidentally flooding your neighbor.

- **Pavers:** Paver sidewalk installations must not adversely alter the existing drainage pattern. They must be "in-grade" (flush with the soil) so they don't act as a dam for rainwater and have proper permitting where applicable.
- **Artificial Turf :** Permeable artificial turf may be installed in rear yards only in Neighborhoods that permit such installations and must be consistent with Engineering Specifications as shown in Appendix M and have proper permitting where applicable.
- **Where to look:** See **Section 8.2** (Additions), **Section 8.3** (Pavers) **Section 8.1 (f)** (artificial turf) and **Appendix M** which details Engineers Specification required for artificial turf.

VI. The Process: Getting Your Project Approved

- **Applications:** Submit your MARC application at least **one week before** the monthly meeting.
- **Review:** The MARC will post the Agenda at least forty-eight (48) hours before a scheduled MARC meeting and provide a decision, comments, or additional requirements within seven (7) days following MARC review.
- **Appeals:** Any homeowner aggrieved by a decision of the MARC may appeal that decision in whole or in part to the BOARD.
- **Contractors:** Contractors must have proper licensing and insurance. The MARC maintains "Pre-Approved" lists for specialized work like boat lifts, docks, dock posts and pilings, cleats and fencing. Others may be submitted for MARC approval.
- **Timelines:** Project completion timelines and notice of completion to MARC for inspections may apply.
- **Security Deposits:** Major projects (docks, pools, patios, lanais, seawalls, and the like) require a **\$1,500 refundable deposit** to ensure the work is finished correctly and common areas aren't damaged.
- **Where to look:** See **Section 11** (process) , **Section 10** (construction requirements), and **Appendix D** for Lists of Pre-Approved Contractors.

VII. Quick Reference Tool Kit

Here are the most common items from the Appendices that you will need most often:

- **Appendix A:** The MARC Application Form.
- **Appendices B:** Pre-Approved Contractors for Boat Lifts.
- **Appendix D:** Pre-Approved Contractors for Dock Posts, Pilings or Cleats
- **Appendix C:** Installation Maintenance and Use Agreements for Elevator Boat Lifts
- **Appendix F:** Installation Maintenance and Use Agreements for other structures (*pools, patios, decks, fences, landscaping, trees, or similar structures -adjacent to or in proximity to the canal wall located near the Lot Owner's property; and*
- **Appendix G:** The "No-Plant" List (Invasive trees/shrubs).

(REVISED 7/2/26)

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE
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1. Introduction

These Architectural Standards are required under our Master Documents and have been created to address the most frequent and significant aspects of architectural review within the Inlets at Riverdale Master Association (“INLETS”). (Bylaw §1.2 and §6.2 and Master Declaration §1.01 and §1.02)

These standards are intended to protect the Association’s significant investment in its common areas and facilities and to preserve the safety, functionality, and long-term integrity of Master-owned property and infrastructure for the benefit of all members. These standards do not amend, replace, or supersede the Governing Documents. Instead, they serve as a practical guide reflecting the architectural review authority, standards, and community wide objectives already established in the Governing Documents and are intended to promote consistency, transparency, and informed decision-making in the review process. In the event of any conflict, the Governing Documents shall control.

These standards do NOT take the place of or change the governance of the Neighborhood Architectural Review Boards (“ARBs”). Our community is governed through a two-tier association structure. All owners are members of The Inlets at Riverdale Master Association and are also members of one of three Neighborhood Associations: The Inlets, Harbour Walk, or The Reserve. Certain matters are governed at the Master Association level, while others are governed by the applicable Neighborhood Association.

The Master Architectural Review Committee (“MARC”) reviews and administers matters affecting Master Association property, infrastructure, and community-wide interests such as encroachment and easement issues that are not within the jurisdiction of the Neighborhood ARBs. This includes the Association’s private stormwater management system, consisting of eleven (11) freshwater canals, together with related infrastructure such as common area seawalls, fencing and walkways, community boat lifts, community boat ramp, the Inlets Marina and any other Master-owned assets. These Standards also help protect water quality, navigability, maintenance access, and the continued operation of these facilities.

To this end, these standards govern certain owner-installed improvements, including waterfront structures such as docks, boat lifts, cleats, dock posts, pilings, canopies, and other similar improvements. These requirements help ensure that such improvements are installed, maintained, and used in a manner that protects navigability, preserves community aesthetics, prevents encroachments, safeguards Association property, and respects the property and use rights of neighboring owners and the Association.

Particular attention is given to improvements located within fifteen (15) feet of a freshwater canal, as such improvements may affect the canal system, seawalls, drainage patterns, stormwater conveyance, erosion, soil stability, structural loading, maintenance access, or other conditions that could impact the integrity, operation, or long-term preservation of Association-owned infrastructure. In 2008 an amendment to our documents was created which requires review by the MARC. (Master Declaration §10.04 (f)). As a result, depending on the scope of work, an owner may need to submit an application to both the MARC and the Neighborhood ARB. For example, a lanai extension, swimming pool, or similar improvement proposed within fifteen (15) feet of a freshwater canal seawall would require approval from both the MARC and the Neighborhood ARB as they both have governance but over different issues. MARC’s review would focus on drainage, weight impact and erosion control to ensure seawall integrity, while the Neighborhood ARB would primarily review aesthetics and neighborhood compatibility.

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Neighborhood ARB's (The Inlets, Harbour Walk and the Reserve) continue to administer neighborhood-specific architectural and aesthetic standards. Such matters may include, without limitation, exterior paint colors, windows and doors, landscaping, boat canopy and paver colors, generator placement and drainage considerations affecting lots and streets, and other improvements impacting neighborhood character, appearance and compatibility.

1.1 Purpose

The purpose is to:

- Clarify and consolidate the Standards by which the INLETS Master Association (INLETS) Board of Directors (Board) or appointed Master Architectural Review Committee (MARC) will maintain the quality of INLETS properties and manage compliance with the Master Association Declaration of Covenants, Conditions, Restrictions and Easements for the INLETS at Riverdale (Master Declaration);
- Define the areas governed by the Master Association and the areas governed by the Neighborhood Architectural Review Boards (ARBs); and
- Clarify homeowner responsibilities for compliance.

2. Authority

The Master Association holds clear, well-defined authority to govern architectural review and enforcement. The Board may serve directly as the MARC or appoint a committee. The MARC has full discretion to develop, amend, and apply architectural standards, even in areas not yet addressed. The Board retains fee-setting powers tied to application complexity and oversees enforcement measures.

Under Attorney Review 2.1 Formation and Roles

The INLETS at Riverdale Master Declaration grants the Board the authority to act as the MARC or appoint 2 – 7 members to form a MARC. Terms are established by the Board. The number of members, how the chairman is chosen, and how meetings are run will follow the Bylaws. If the Bylaws don't address these topics, the Board can set rules as long as they align with the Master Declaration §10.02 and the By-Laws of the INLETS at Riverdale (By-Laws).

The Board of Directors shall appoint a Master Architectural Review Committee (“MARC”) consisting of five (5). A vacancy shall not impair the authority of MARC to act, provided at least (3) members remain in office. MARC serves as a committee separate from the Board and is responsible for administering and enforcing these Standards and carrying out its duties under the Master Declaration. The composition, procedures, quorum requirements, conflict-of-interest provisions, and operating rules of MARC shall be governed by the MARC Charter or other policies adopted by the Board.

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2.2 Standard Adoption

The MARC may recommend the architectural standards for the Master Association, subject to the guidelines in the Master Declaration §10.05. These may be amended from time to time at the MARC’s discretion, subject to Board approval. (Master Declaration §10.05, including §10.05(e)).

Under Attorney Review 2.3 Grandfathering of Existing Installations

MARC Standards apply to all projects or installations that are **completed after January 15, 2026**. Prior installations that are not compliant with these Standards are “grandfathered in” until this is a **substantial** modification or replacement, at which time the variance from the standard must be corrected.

2.4 Discretion in Review

Even if a specific standard does not exist, the MARC can still review and approve or reject any item within its authority. Standards are intended to guide major elements and promote consistency, but the MARC **cannot anticipate every possible improvement or circumstance and** is not required to create Standards for every aspect of Architectural Review. **The absence of a specific standard shall not be construed as automatic approval of a proposed improvement.** When a standard doesn’t apply, MARC may approve something in one case and deny it in another, as long as the differences between properties or proposals justify those decisions. **MARC shall strive to treat similarly situated properties in a consistent manner. Differences in locations, site condition, design, or other material circumstances may justify different outcomes.** In addition, MARC has broad discretion in the development and application of Standards. (Master Declaration §10.05(g) and §10.05(i)).

2.5 Neighborhood ARB Authority

Each Neighborhood ARB has documented the standards under their governance. **Prior to adoption or implementation, Neighborhood ARB rules shall be submitted to the MARC for review. The purpose of this review is to promote coordination between the MARC and Neighborhood ARB standards, the community-wide architectural objectives, and to identify potential conflicts, duplication, or ambiguity. (Master Declaration §11.03 and §11.05) MARC’s review is not intended to supersede or diminish the authority of any Neighborhood Association but rather to ensure that neighborhood standards, do not inadvertently conflict with requirements affecting Master Association common property, waterways, easements, drainage facilities, seawalls, or other Master Association infrastructure.**

Generally, either MARC or Neighborhood ARB approval is required for any improvement, alteration, repair, restoration or landscaping that alters the exterior of a home. **In the vast majority of cases it is usually one or the other. In rare circumstances, approval from both the MARC and the Neighborhood ARB may be required because some projects affect both levels of governance.** For instance, some improvements within 15 feet of a fresh water canal wall. **For example, a proposed lanai extension, swimming pool, landscaping project, paver walkway, or similar improvement may require MARC review and approval. The purpose of such review is to ensure that the improvement will not adversely affect drainage patterns, stormwater management, erosion control, maintenance access, canal operations, or the structural integrity of nearby seawalls or other Master Association infrastructure. Where warranted by the nature or location of the proposed improvement, MARC may require additional information, professional evaluations, inspections, or recommendations from the Association’s consulting engineer. MARC may also require the owner to execute an Installation, Maintenance, and Use Agreement or similar document to establish responsibility for the installation, maintenance, repair, removal, and ongoing use of the improvement and to help protect Association property and assets. (See Appendix C&F).**

Under no circumstances may a Neighborhood ARB grant an exception to a Master Association Architectural Standard, Rule or Regulation.

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2.6 Fees and Procedural Rules

The Board may establish reasonable fees for Architectural Review, and they can vary based upon the scope of the application. The MARC can make its own procedural rules but only if they align with the Board's rules, the bylaws and the declaration (Master Declaration §10.10).

Under Attorney Review2.7 Enforcement and Remedies

The Board has the authority to enforce Architectural Review Standards and MARC decisions via fines, special assessments or litigation, with the prevailing party entitled to recover legal fees and costs (Master Declaration §10.12).

If the Board, reasonably determines that an existing condition, ongoing activity, or unapproved improvement presents an immediate threat to life, safety, or property the Association shall without hearing, require the activity to cease immediately and may temporarily suspend, restrict, or condition the activity pending further review, inspection, corrective action, or Board determination. Such temporary action shall be limited to addressing the immediate safety concern.

2.8 Remediation of Unauthorized Work

If a homeowner makes a change without MARC approval, or deviates from the MARC approved design, or doesn't follow MARC standards, the Master Association has the right to require the homeowner to correct the deviation from the MARC standard or approval, or the Association may fix the issue at the homeowner's expense. (Master Declaration §7.06 and §10.07(d)).

The Association may enforce this requirement through all remedies available under the Governing Documents, including legal and equitable relief, fines (as provided in the By-Laws §6.2), and Special Assessments for costs incurred, together with recovery of all prevailing party fees and costs. (Master Declaration §1.04(b); and §10.12).

All enforcement actions shall be subject to the Master Declaration's notice and timing provisions.

3. Stormwater Management System

The INLETS Master Stormwater Management System, along with adjoining infrastructure and assets, is governed by the Master Association (See Table A below for specific components). Ongoing compliance and attention from individual homeowners is critical to maintaining permit compliance with SWFWMD and Manatee County or the City of Bradenton, and to preserving the integrity of the overall drainage and conservation systems.

3.1 Master Association Responsibilities for Stormwater Management

SWFWMD and Manatee County charged The INLETS at Riverdale Master Association with ensuring compliance with SWFWMD and Manatee County or the City of Bradenton permits in perpetuity, including: Stormwater Management System design and maintenance, protection of wetlands and conservation land, and Manatee Protection.

Common Area components of the INLETS at Riverdale Stormwater Management System, governance and maintenance responsibility (Master Declaration §1.27, §1.32, §4.01(a), §4.01(d), §7.01(d), §7.02 and §12.05) :

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Stormwater Management System and Adjoining Infrastructure		Table A
Stormwater Management System	Adjoining Infrastructure and Assets	
- All canals which abut any Lot made subject to the Inlets of Riverdale Inc. Master Declarations - Drainage lines beneath common property and beneath drainage easements - Drainage ditches - Water treatment basin (Shark Drive) - Jurisdictional wetlands (along SR64) - Jurisdictional conservation land / Nature Trail - Adjoining Infrastructure and Assets	Inlets Canal System adjoined by - walkways - pilings, dock posts: (See standard 5.7 Governance only) - aerators, fountains - fences along freshwater canals - Community boat lift structures and grounds (<i>Exception: Irrigation is maintained by the adjoining community boat-lift lot owner, <u>not</u> the Master Association, as per Master Declaration Section 12.08, Also see 4.2, Table C)</i>) - Community Boat Ramp - Marina adjoining infrastructure and assets - Navigational Aids - Safety Equipment - Spill Kits	

3.2 Homeowner Responsibilities for Master-Governed Stormwater Components

Our freshwater canals are a vital part of our stormwater management system. They collect and move rainwater to prevent flooding and protect property. That's why special rules apply to any improvements made within 15 feet of the landward side of canal walls. (Master Declaration §10.04(f)). This includes, but is not limited to, landscaping, lanai foundation, swimming pool, paver installations and other structures within 15-feet of the landward side of all freshwater canals, which could interfere with the easement created in Master Declaration §12.05 to protect the structural integrity of the freshwater canal component of the stormwater management system (Master Declaration §10.01 and §10.04(f)).

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4. Architectural Standards

4.1 When Architectural Review is Required

All Owners within The Inlets are members of both the Master Association and a Neighborhood Association and are therefore subject to the architectural review requirements established by each. The MARC and Neighborhood ARBs generally evaluate different proposed improvements. Neighborhood ARBs primarily review matters relating to neighborhood character and aesthetics, such as exterior painting and pavers, replacement windows and doors, fences, generators, landscaping and the like. The MARC primarily reviews matters affecting the integrity and maintenance of Master Association property and infrastructure, including drainage to the canal, freshwater seawalls, boat lifts, cleats, dock posts, docks, boat canopies, community walkways and fences, and other community-wide architectural objectives such as safety, encroachment and navigability. Accordingly, depending upon the nature, location, and scope of the proposed improvement, approval may be required from the MARC, the applicable Neighborhood ARB, or, in limited circumstances, both, before commencing any work described below. Please See Appendix A for a copy of the MARC application and the most common types of MARC review required. (Master Declaration §10.03 and §10.04(a)-(f)).

In addition, homeowners must sign a copy of the Installation, Maintenance, and Use Agreement for boat lifts or pools and other structures when applicable and remit a \$125 filing fee. (See Appendix C and F)

Neighborhood ARB and Master ARC Governance		Table B
Neighborhood ARB Approval	Master Architectural Review Committee (MARC) Approval	
Aesthetic standards associated with all exterior improvements, including - Additions or alterations that do not involve a change in the structural footprint - Door and window replacements - Equipment changes - Landscaping - outside the 15-foot setback from the landward side of a freshwater canal - outside the property drainage easements - that do not alter the existing lot grading or drainage flows - Grasses – See Standard 8.1(f) - Compliance with Neighborhood ARB color and materials standards - Paver installations that don't alter the lot grading or drainage flows ^{8.3}	Alterations to Neighborhood Architectural Standards to ensure alignment with the Master Association Development Plan.	

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Neighborhood ARB and Master ARC Governance	Table B
Neighborhood ARB Approval	Master Architectural Review Committee (MARC) Approval
	Installations, replacements in Canals or <u>within 15-feet of the landward side of a freshwater canal:</u> - Private Boat lifts (See Standard below ^{5.2}) - Cleats ^{5.3} - ***Under Attorney Review***Walkways ^{5.4} - ***Under Attorney Review***Fencing by Homeowner ^{5.5} - Swimming Pool installations ^{5.6} - Dock posts ^{5.7} - Water/Electric to Canal Wall ^{5.8} - Drainage Management ^{5.9} - Lanai expansions ^{5.6, 8.2} - Landscaping ^{8.1 (a)}
	Additions or alterations to a home or lanai footprint ^{8.2} - MARC review primarily addresses setback and stormwater drainage standards - ARB approvals that contradict their ARB standards
	- Landscape changes on corner lots that could impede traffic visibility at intersections ^{8.1(e)}
	Paver installations that alter grading or drainage patterns ^{8.3} - Of the original driveway - Sidewalks in/into drainage easements
	Saltwater Waterfront Structures: - Docks, lifts, lift canopies ^{6.1} - Retention walls or Seawalls ^{6.2} -Dredging around private docks and lifts ^{6.1}

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Neighborhood ARB and Master ARC Governance		Table B
Neighborhood ARB Approval	Master Architectural Review Committee (MARC) Approval	
- Each neighborhood association must have a code enforcement mechanism in place that enforces neighborhood standards uniformly and consistently across the neighborhood. (Master Declaration Article 11 and 10.04 (f))	- The MARC shall review all revisions to Neighborhood ARB standards to ensure standards promote coordination and to help identify and avoid potential conflicts, duplication or ambiguity. (Master Declaration §11.03, §11.05) - ***Under Attorney Review*** The MARC will be the deciding authority on ARB approvals that are not compliant with their own Neighborhood ARB standards and/or governmental rules/codes; were decided in an unfair or inconsistent manner; or for which§ an exception is sought.(Master Declaration §10.12, 11.06)	

4.2 Sub-Association and Owner Responsibilities for Notifications, obtaining MARC Approvals, and Construction-Related Costs

The INLETS Master Association further assigns responsibility for the following notifications, MARC approvals, Installation Maintenance & Use Agreement (IMUA) and associated construction or replacement costs as outlined below:

Homeowner, Neighborhood and Master Association Responsibilities		Table C
Private Lot Owner responsibility	Master / Sub-association responsibility	
Notify the Master Board, in writing, of observed defects in canal walls and walkway surfaces as well as the Master Association Property Management Company	Notify the Master Board, in writing, of observed defects in canal walls and walkway surfaces	
Under Attorney ReviewWalkways along freshwater canals -Homeowners are responsible for maintaining and replacing personal fencing that runs from their home to the canal. - Homeowners are permitted to periodically rinse or wash the fencing that runs parallel to the canal.		

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Homeowner, Neighborhood and Master Association Responsibilities		Table C
Private Lot Owner responsibility	Master / Sub-association responsibility	
Private boat lifts located within freshwater canals - Must submit a request to install, uninstall, replace or relocate a lift in a freshwater canal to the <u>MARC</u> - See Appendix B for Pre-Approved Contractors. - For elevator lifts - Must sign the Installation, Maintenance & Use Agreement (Appendix C) and remit a \$125 filing fee. - Boats must be the proper size and weight depending on the particular community boat lift capacity. (See section 5.1 below) - A Boat lift canopy cannot be installed on any boat docking system mounted to a canal wall, walkway, dock post(s), or cleats, due to the erratic stress on canal infrastructure in high wind conditions. - Boats and lifts must be clean and in operable condition. - Boats, canvas and bimini tops, must be free of mold, mildew, accumulated pollen and dirt. - Boats, lifts and dock posts shall not extend into the side yard setback. - The Association may require the owner to move or remove any boat or lift encroaching on the setback at the owners expense.	Private boat lifts located within freshwater canals - Refer ARB request(s) to install, uninstall, replace or relocate a lift in a freshwater canal to the MARC - The Association or the MARC reserves the right to inspect upon reasonable notice, which shall include a demonstration by the member that both the boat and lift are both safe and in good working order.	
Cleats - Must submit a MARC request to install a cleat(s) on the landward side of a freshwater canal - See Appendix D for Pre-Approved Contractors and follow Standard 5.3.	Cleats - Refer Lot Owner ARB requests to install cleats to the MARC	
Under Attorney ReviewFencing - Homeowners are responsible for maintaining and replacing personal fencing that runs from their home to the canal. - Homeowners are responsible for safe cleaning, touch-up painting and general appearance of all fencing, and damage caused by cleaning procedures as specified in section 5.5.	Fencing - The Master Association is responsible for replacing fencing along canal walkways. - Fence standards are explained in section 5.5.	

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Homeowner, Neighborhood and Master Association Responsibilities		Table C
Private Lot Owner responsibility	Master / Sub-association responsibility	
Landscaping¹ - Must submit a MARC request for tree and shrub landscaping within 15-feet of the landward side of a freshwater canal and if that alters the established lot drainage pattern; or - Landscape changes cannot impede traffic visibility at intersections^{8.1(e)} - Landscape Irrigation at Community Boat Lifts - Homeowners whose lots adjoin Community Boat Lift common areas are responsible for irrigation serving those areas pursuant to the Master Declaration §12.08. - The MARC retains the right to ensure that proper irrigation is in place.	Landscape within 15-feet of canal wall surface¹ - Refer tree and shrub landscaping ARB requests to the MARC. - Landscaping defined in section 8.1	
	Swimming pool installations and lanai extensions to/within 15' of the canal wall surface - Refer homeowner pool installation or lanai extension ARB requests to MARC	
Notify Master Association of leakage from sub-surface drainage pipes beneath common areas and private lot easements.	Notify Master Association of leakage from sub-surface drainage pipes beneath common areas, private lots and easements.	

¹

The objective of MARC approval of landscaping within 15-feet of the canal wall surface is to prohibit planting of trees or shrubs with an invasive root structure that could damage the integrity of a canal wall. A partial list of tree and shrub varieties with known invasive root structures are listed in Appendix “H”.

4.3 Right of MARC to Approve Contractor

No contractor or builder may perform any Work without the MARC’s written approval which may be denied if their qualifications, general reputation in the community, or the materials proposed indicate a potential caliber of Work inferior to that deemed to be consistent with the quality of development of The INLETS. The MARC may periodically publish a list of pre-approved known contractors for specific types of work (Master Declaration §10.14). The Association maintains a list of pre-approved known contractors who have met minimum qualifications and insurance requirements. Owners may propose an alternative contractor subject to verification that such contractor meets the same qualification and insurance standards.

4.4 Right of the MARC to Inspect

Upon reasonable notice and during reasonable hours, the MARC has the right to enter any lot, parcel or sub-association property to ensure compliance with the Master Declaration, and/or MARC approval. (Master

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Declaration §7.06(a)). The MARC may, at its discretion, retain an independent engineer, architect, or other qualified professional to review or inspect the Work. The cost of such professional review or inspection may be charged to the homeowner when warranted by the scope, complexity, or nature of the Work (Master Declaration §10.10 and §10.11).

4.5 Liability Disclaimer

The Master Association and MARC are not responsible for the design, material quality, construction, structural integrity, or compliance with governmental codes of any improvements, landscaping, or development. Reviewing or approving work does not create liability. It is not the responsibility of the Association or the MARC to verify government code compliance, and are not liable for any related damage or loss, unless caused by willful misconduct. (Master Declaration §10.16)

5. Freshwater Canal Lot Architectural Standards

5.1 Vessel Size and Weight Limitations

Limitation	Canals W-1, W-2, E-1 Thru E-6	Canals E-7, E-8, E-9
Minimum Overall Length	14' (Fourteen feet)	14' (Fourteen feet)
Maximum Overall Length	36' (Thirty-six feet)	40' (Forty feet)
Maximum Beam	13' (Thirteen feet)	14' (Fourteen feet)
Maximum Operating Displacement	20,000 pounds	25,000 pounds

5.2 Private Boat Lifts

Floating Lifts -

The recommended lifts are floating lifts which require MARC review for positioning along the canal wall, but do not require installation reviews or approvals. Private Boat lifts must be positioned far enough from the lot setback line so that the owner's boat bow/stern does not encroach into the setback.

Stationary Elevator Lifts -

Require additional design and construction standards. The additional engineering standards are in place to protect the homeowner and community from experiencing catastrophic damage to canal walls. The MARC request must include (1) a drawing of the installation and attachment of the lift to the canal wall, that includes the positioning of the lift on the canal wall, (2) the full installation procedure and details, (3) a copy of the approved Manatee County or City of Bradenton permit for the installation. The homeowner must also sign the Installation and Maintenance Use Agreement for elevator lifts and remit the fee of \$125.00. (See Appendix C) The Master Association also retains the right to inspect (Master Declaration §10.11) all installations with an independent engineering firm determined by the Master Association.

Pending documentation from Engineer5.3 Cleats

All cleat installation requests shall be submitted to the MARC. See Appendix D for pre-approved contractors.

Cleats must be 8 inch(up to 30 ft boats) and ? (up to 40 ft boats) horn cleats of aluminum, stainless steel marine grade or hot dipped galvanized iron galvanized steel. See Appendix E for full specifications.

Cleat(s) installed on Concrete Walkways and decked walkway with NO concrete below

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- Cleats must be installed 6 inches from the front of the seawall.
- All fasteners/ hardware must be stainless steel or hot dipped galvanized.
-

Cleat(s) installed on Decked Walkways (w/ concrete below)

1. Remove existing lpe wood deck board to allow access to concrete walkway.
2. Cleat location to be ?5 inches from front of seawall
3. Locate and drill mounting holes in concrete walkway.
4. Drill corresponding holes in the deck board.
5. Install support block, ?12 inch aluminum, stainless or galvanized cleat and replace deck board.
6. All hardware must be stainless steel.

*****Under Attorney Review***5.4 Canal Walkways**

The surface of the walkways along Canals E2 – E7 (Inlets Neighborhood side) and W2, are a concrete surface. The surface of the walkways along Canal E1 and W1 is composite, the Harbour Walk side of E7 and E8 are a mix of wood and composite and E9 is wood.

Residents along freshwater canals are responsible for

- (1) Cleaning the walkways along their canal-frontage – free of dirt and mildew,
- (2) Maintain the walkways clear of patio/lawn furnishings, grills, overgrown plants, hoses, electrical conduit and trip hazards.

*****Under Attorney Review***5.5 Fence Standards**

The fencing standard for the Inlets Neighborhood is white aluminum rail fences, not to exceed forty-two inches (42”) in height. The fencing standard for Harbour Walk homes on freshwater is white aluminum rail fences, not to exceed forty-eight inches (48”) in height). The fencing standard for Harbour Walk homes on saltwater is white or bronze aluminum rail fences, not to exceed forty-eight inches (48”) in height).

White aluminum rail “Dog run” fences, not exceeding forty-two inches (42”) [Inlets Neighborhood] or forty-eight inches (48”) [Harbour Walk] in height may be installed on saltwater canals from the back corner of the dwelling to the banking/retaining wall.

Homeowners are responsible for routine cleaning, paint touch-ups, and maintenance of fencing. Dirt, mildew, and similar buildup should be removed periodically using water and gentle cleaning methods, such as low-pressure rinsing. Strong or corrosive chemicals, including bleach or similar cleaning agents, are not permitted. High-pressure washing that may damage the fence surface, finish, or structure is not allowed. The approved paint and color is Rustoleum Painter’s Touch, 2X Ultra Cover, Paint + Primer in white satin finish. No semi-gloss, gloss or flat/matte. See Appendix G for pre-approved vendors for latch and hinge replacement. Any major issues please notify the Master Management company.

Homeowners may replace latches and hinges with items of like kind and quality without MARC approval, provided no material modification or alteration is made. Any significant changes in design, size, material, or appearance require prior approval. (See Appendix G for pre-approved fence vendor)

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5.6 Swimming Pools

Swimming pools must be set back at least 15 feet from the inland edge of any freshwater canal. Homeowners living on a freshwater canal must obtain MARC approval of all swimming pool installations and lanai extensions. The owner must provide the MARC with detailed pool construction specifications and the location of the proposed swimming pool on a lot survey with clearly marked distances from side and rear boundaries, PRIOR to commencement of any work, **which the MARC may submit for an independent engineering review.** Homeowners must also provide a copy of the approved permit from Manatee County or the City of Bradenton, along with the signed Installation, Maintenance and Use Agreement, and \$125 for filing fee. (See Appendix F) The Master Association also retains the right to inspect all installations with an independent engineering firm of their choice depending on the scope and unique nature of the project.

5.7 Dock Posts

Private dock posts must be the same size and shape as other private dock posts on the canal. Installation, replacement, or adjustment of dock posts shall be performed only by contractors who meet the Association's licensing and insurance requirements. Owner self-repair is prohibited. See Appendix D for pre-approved contractors. Owners may request approval of alternative contractors upon demonstrating compliance with such requirements.

5.8 Water and electric

Homeowners must obtain MARC approval for water and electric installations that will run to the canal wall. Approved installations must be supported by permits required from the county or city, prior to commencement of any work. All water and electric installations must run below the walkway surface. Conduit cannot run above the walkway surface. Violations to this standard will be managed through the Violations process.

*****New Information Further Research Pending with County/City***5.9 Drainage Corrections**

All corrections to drainage, within 15 feet of a canal wall, must be submitted for MARC review. Drainage corrections within 15 feet of a canal wall **must use Schedule 40 PVC or dual pipe to prevent leakage behind the canal wall.**

6. Saltwater Canal Lot Architectural Standards

The following installations fall within MARC governance, although the expense is borne by the homeowner.

6.1 Private docks, boat lifts and lift canopies

The following require MARC approval as well as a Manatee County or City of Bradenton permit: (LDC §511.17, Master Declaration §10.01(e) and §10.04), and Code of Ordinance, City of Bradenton, FL §5.1.2.14).

- Dock installations, extensions, relocations, resurfacing, replacements, stair and landing replacements
- Private boat lift and piling installations, extensions, relocations, replacements
- Private boat lift canopy installations, relocations and extensions

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Waterfront Structures: County, City, MARC Standards		Table D
Standards for Private docks, boat lifts, and lift canopies:		
The MARC adopts the following County/City Standards		<u>Additional</u> MARC Standards
The MARC adopts Manatee County and the City of Bradenton's code(s) for waterfront structures, clarified with the specific rules documented in Association By-laws:(Manatee County LDC §511.17),(Code of Ordinance, City of Bradenton §5.1.2.14) See Appendix I & J.		
- Private docks and lifts cannot extend more than 25% of the way across the canal from the usual high tide mark line (the line where water regularly reaches high tide).		No additional ARB or MARC standards
- Private waterfront structures may be located no closer than the minimum side yard (setback) requirement. - The city of Bradenton requires a minimum 10 foot setback from side property lines for docks and piers in Harbour Walk and The Reserve. - The setback in The Inlets Neighborhood is 8 feet. - If a homeowner presents their setback at the waterfront is less than the City/County standard, the homeowner's certified survey will govern the homeowner's setback requirement.		- Lift structures must be constructed far enough from the homeowner's setback boundary such that when the owner's boat is secured on their lift, the boat structure does not encroach into the property's setback. (Inlets Declaration §12.04(b)(4)(i) and Harbour Walk & Reserve Declaration §4.08.) - The MARC is authorized to require a homeowner to relocate or remove a boat or boat lift that encroaches on a side yard easement.
Construction or extension of private docks cannot defoliate, destroy or remove a mangrove. Mangrove trimming or removal is governed by the Florida Department of Environmental Protection, which imposes serious fines for violating DEP Mangrove provisions.		

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Waterfront Structures: County, City, MARC Standards		Table D
Standards for Private docks, boat lifts, and lift canopies:		
The MARC adopts the following County/City Standards		<u>Additional</u> MARC Standards
- All Boat lift canopy installations require a permit from Manatee County or City of Bradenton. The permit is both structural and environmental. - Boat lift Canopies cannot be taller than 20 feet above high tide or 10 feet above the ground whichever is higher. (LDC §511.17 (B)(2)) - Boat lifts may have a canopy, but may not have enclosed walls.		- A Boat/lift canopy cannot encroach on the side yard easement more than 12”. - The frame and canopy materials and color are governed by the MARC. - The MARC is authorized to require a homeowner to relocate or remove any boat lift canopy that encroaches more than 12” into a side yard easement.
Fuel, oil, paint, solvents, propane, and other hazardous or toxic substances may not be stored on docks, lifts, waterfront structures, or in dock boxes. Any fueling or transfer of fuel shall be conducted in accordance with applicable federal, state, county, and local regulations and in a manner that prevents spills or discharges into the waterway.		- Residents are strongly urged to fuel vessels at marinas. - Refueling restricted to 5 gallon FDOT or USCG approved containers. - All boating equipment and non-hazardous maintenance supplies must be stored in well maintained dock boxes, and not on the open dock. - Specifically, fuel, propane tanks, fuel containers, oil, paints shall not be stored anywhere on the dock in a dock box, or walkways.

6.2 Seawalls along saltwater waterways

Homeowners are responsible for installation and maintenance expenses as well as compliance with State, County, City, and MARC standards. Seawall projects should be reviewed and permitted by the Manatee County Environmental Department (Manatee County LDC §511.17(A)) or the City of Bradenton’s Permitting Department, depending on where the home is located.

- Seawalls installed along saltwater waterways must be approved by the MARC and comply with Manatee County Waterfront Structures standard LDC §511.17(E) and City of Bradenton Code of Ordinances, whichever governs the lot.

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- They must not extend farther [into the waterway] than the mean high water tide line. (Manatee County LDC §5.11.17 (E)(2)).
- They should be at least four feet above mean sea level. (Manatee County LDC §511.17(E)(3)).

MARC Standards

- Homeowners may install a wood or composite seawall structure.
- Seawall installations may not defoliate, destroy or remove a mangrove along the waterfront.
- Seawalls must be installed the length of the waterfront.
- If the homeowner requests a setback from an existing seawall on either side of the property, engineering plans must document how erosion between adjacent walls will be prevented, and approved by the governing jurisdiction: Bradenton City Permitting or the Manatee County Environmental Permitting Department. **A setback from an existing seawall, in both jurisdictions, must be approved by a qualified Stormwater/Environmental Engineer, not by the MARC or an onsite field inspector, and is subject to positive stormwater drainage flow from the adjacent properties over or away from the seawalls.**
- Rip-rap shall be installed at the toe of the seawall to at least one-third of the height of the retaining wall. (Manatee County LDC §511.17 (E)(4) “DEP general consent criteria”).
- Some vendors install seawalls at a specific height that may alter the homeowner’s rear lot drainage pattern. MARC requests must be accompanied by a drainage plan that addresses the impact on rear lot grading and drainage, which may require a topographical survey. Installations may not alter the existing lot drainage pattern or must properly resolve changes in lot drainage so as not to result in standing water on an owner’s lot, or drainage to a neighboring lot.
- *****New Information Further Research Pending with County/City***** Drainage problems resolved by a pipe through a wall should use schedule 40 PVC material, or a dual pipe, versus the corrugated polyethylene pipe that has a limited useful lifespan (10-15 years), is not a durable drainage solution under heavy lawn equipment, and could result in a buildup of water behind a retaining wall.
- Composite seawalls installed along the saltwater canals must be concealed with a wood surface, installed above the rip-rap, as approved by the MARC, or mangroves maintained to the cap on the retaining wall
 - Seawall installation plans and installations are subject to an engineering plan review and inspection, that may be at the owner’s expense.(Master Declaration §10.10).

6.3 Mangrove Maintenance

Please refer to The Inlets at Riverdale, Inc., Rules and Regulations, for what is allowed under State Law with respect to mangrove trimming.

6.4 Dredging

Dredging may not be performed without obtaining all required governmental permits and approvals.

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Homeowners on saltwater canals are responsible for dredging from the waterline to the channel perimeter at their expense as they deem necessary. Private dredging may only be by removal of sediment from the canal. Saltwater dredging by a pressure hose or propeller(s), that relocates sediment elsewhere in the canal, is prohibited, and subject to a fine.

*****New Information Further Research Pending with County/City*** 7. Stormwater Drainage Standards applicable to all Inlets Properties**

Governed by the Master Association, all Lot Owners are responsible for compliance with County or City, and Master Association standards, regarding maintenance of stormwater flows on their property per the following Declarations and Manatee County or City of Bradenton standards:

7.1 5-Foot Drainage Easements

The 1957 Riverdale Development Plat record in Plat Book 10 page 44 states: *There are hereby expressly reserved for the County and City, easements of 5' on each side of lot lines for surface drainage by swale.* See Appendix L for drainage easements.

7.2 Drainage and Swale Maintenance

The INLETS Master Declaration §13.11 requires:

Protective slopes around all buildings shall be provided ... by the respective owner and swales shall be maintained and preserved to prevent standing water.

No grass clippings, plant trimmings or other landscape or other debris shall be deposited in a swale, ditch, lake, pond or any other drainage, detention or retention facility within the INLETS.

7.3 County Required Slopes and Drainage Responsibilities

Manatee County Specifications in the Stormwater Management Design Manual, §2.4.6 states, *minimum grade slopes are:*

Front Yard – 2.0%;

Rear and Side yards – 1.5%;

Swales - 1.0%. (Swale slope at the property line from the canal or street)

Swales shall be constructed along side and rear lot lines sloped toward and discharging into a canal or “street gutter” (§2.4.12)

Swales and other drainage facilities not in common areas shall be maintained in private ownership (§2.4.10(C)).

7.4 Tree and Shrub Placement Standards for Swales

Manatee County Land Development Code §701.8(A)(16) states *Trees and shrubs shall not be placed within the middle two-thirds (⅔) of any drainage easement. Swales must allow the positive flow of water without any obstruction.*

*****New Information Further Research Pending with County/City*** 7.5 Maintaining or Modifying Lot Drainage Plans**

The homeowner must maintain their original lot grading/drainage plan if it continues to effectively drain stormwater to a canal or street. A lot grading/drainage plan may be altered only if the homeowner implements a MARC approved grading plan that positively drains stormwater to a canal or street without adversely impacting an adjacent property. Agreement from the adjacent homeowner may be required.

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A lot grading/drainage plan should be corrected when installing new sod or landscaping when drainage is known to be problematic, with approval of the MARC.

8. MARC Standards

8.1 Landscaping

The Neighborhood ARB retains governance of landscaping requests, **except** where there is a potential impact to canal walls and lot grading and drainage, as below:

a) Requests to install landscaping within 15 feet of a freshwater canal

The MARC will not authorize planting of trees or shrubs known to develop hardy, invasive root structures within 15 feet of a freshwater canal wall. Appendix H lists a partial list of trees or shrubs known to develop hardy, invasive root structures that would not be approved for planting within 15 feet of a freshwater canal. All landscape projects within 15 feet of a freshwater canal must be submitted to the MARC for approval.

b) The MARC standard for landscape in drainage easements is

- No new/replacement shrubs or landscape border may be placed within 3 feet 4 inches of the middle of any drainage swale.
- Swales must allow the positive flow of water to the street or canal without any obstruction.
- The Inlets approved metal, open, fence style may be installed within the drainage swale with approval.

c) Replacement of landscape borders and landscape planted within the 5-foot drainage easement

- Trees and shrubs and landscape borders located within the 5-foot drainage easement prior to 2026, are “grandfathered-in” until replaced.
- Trees may not be planted within the 5-foot drainage easement.
- When landscape borders and/or trees and shrubs located within a drainage easement are replaced, they must comply with applicable local regulations. In Manatee County, shrubs, and raised landscape berms or borders may not be located within 3 feet 4 inches of the homeowner’s lot boundary (LDC §701.8.A.16). Flowering plants are still acceptable in the drainage easement, without an obstructive raised border as long as they do not impede drainage. No plantings should impede drainage in any way.
- No Neighborhood ARB or BOD may approve a landscape request that does not comply with the MARC Stormwater Drainage Standards. Exceptions must be presented to the MARC for their determination.

New Information Further Research Pending with County/Cityd) Lawn replacement requests that include a drainage correction require a drainage plan

Requests to replace sod, that include a drainage correction(s), must be accompanied by a drainage plan that confirms slopes away from the home and lanai exist or will be constructed, and swales or sub-surface drains will be established to move surface water to a canal or street. The original lot grading plan may be altered only if the homeowner implements a positive drainage plan to a canal or street without adversely impacting an adjacent property. Applications to alter grading may require notification or approval to the adjacent neighbor(s), and a topographical survey, which will be at the owner’s expense.

Note: the MARC possesses the original drainage plan drawings for the Inlets Neighborhoods to confirm the

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original lot drainage plan. The Manatee County Public Works Standards – Stormwater Management Design Manual figures 700.3 and 700.4 provide a possible format for homeowners to illustrate the pre and post lawn replacement drainage plans, but must add-in any changes in surface elevations. (See Appendix K for figures 700.3 and 700.4)

e) Landscape on corner lots

Landscape on corner lots cannot be located so close to the sidewalk as to impede the visibility of vehicles trying to turn onto America’s Cup Boulevard or 43rd St Boulevard East. Preferably shrubs should not be planted forward of the street right-of-way.

New Information Further Research Pending with County/City re: artificial turf f) Lawn replacements - Grasses

The Master Association prohibits the planting of invasive or annual grasses such as Bermuda, Bahia or Rye grass. Where the Neighborhood Association does not specify a grass standard, St Augustine is strongly preferred. Permeable artificial turf may be installed in rear yards only in Neighborhoods that permit such installations and shall require prior approval by the MARC, followed by approval by the applicable Neighborhood ARB and must be consistent with Engineering Specifications as shown in Appendix M.

***New Information Further Research Pending with County/City 8.2 Improvements, Additions or Alterations: home, lanai or patio

The Neighborhood ARB governs the aesthetic aspects of an addition or alteration to a home, lanai or patio, ensuring the architectural changes comply with the neighborhood architectural plan. The Neighborhood association cannot waive the MARC review of any standard(s) governed by the Master Association. (Master Declaration §11.03)

The Master Association governs the impact of the addition or alteration of a home’s footprint, including a lanai or patio, on stormwater management. The homeowner must demonstrate the post-project lot topography and roof drainage will not adversely impact the drainage pattern of an adjacent homeowner. The homeowner must submit a drainage plan for the addition/alteration that includes:

- 1) a topographical survey indicating existing elevations and ground-level and subsurface stormwater flows for the entire area around the proposed addition;
- 2) the post-construction ground and roof drainage plan [illustrations] including changes to elevations, gutters and downspouts, stormwater flow and planned mitigation, prepared by a civil engineer, to prevent an adverse impact on an adjacent property; and
- 3) confirmation that an adjacent property will not be adversely impacted.

The MARC requests the homeowner to obtain concurrence from an adjacent homeowner that the post-construction drainage plan will positively flow stormwater to the canal or street, if possible. In the absence of a statement or drainage plan from the adjacent homeowner(s), the MARC may request an adjacent homeowner submit the grading and drainage plan for their property, or the MARC may waive the requirement for confirmation from the adjacent homeowner, if refused.

If an application to approve an addition or [lanai] expansion is received without a topographical survey and a drainage plan from a civil engineer, the MARC reserves the right to order such at the expense of the homeowner.

All additions and lanai expansions require the homeowner to erect a temporary “construction barrier” a/k/a “silt fence” along any property line where contractors or equipment will be working.

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Note: the MARC possesses the original drainage plan drawings for the Inlets Neighborhoods to confirm the existing drainage plan is consistent with the original lot drainage plan.

New Information Further Research Pending with County/City 8.3 Paver Installations

The Neighborhood HOA retains authority over the aesthetic portions of paver installations. The MARC has governance authority over functional and drainage related considerations, specifically:

- 1) Paver sidewalk installations can not adversely alter the existing drainage pattern between two adjacent lots;
- 2) Paver installations in a driveway must maintain the original elevation and slopes of the driveway, without alteration; and
- 3) All paver sidewalks must be “in-grade”, meaning **the** tops of pavers must be flush with the surrounding topsoil, **not flush with surrounding grass height**. Paver sidewalks in the drainage easement must be sloped to maintain/provide positive stormwater flow away from the home and out to a canal or street.

9. Non-Compliance, Inspection Rights and Enforcement

The Master Association and its agents may enter any Lot, Parcel or Sub-Association property, upon reasonable notice and at reasonable hours, to inspect property alterations that fall within the governance of the Master Association, as listed in Table A, B, C or D, to assess a MARC request, inspect the completed project, confirm compliance with a required IMUA, or determine if an alteration was performed without required MARC approval. If a homeowner proceeds with an alteration and does not comply with MARC standards, all costs associated with bringing the property into MARC compliance may be charged to the particular owner. The Association may enforce this requirement through all remedies available under the Governing Documents, including legal and equitable relief, fines (as provided in the Bylaws), and Special Assessments for costs incurred, together with recovery of all prevailing party fees and costs. (Master Declaration §1.04.(b), §7.06(a) and §10.12)

All enforcement actions shall be subject to the Master Declaration’s notice and timing provisions.

10. Construction Requirements

10.1 Construction Compliance Deposit

A refundable construction compliance deposit of \$1,500 is required prior to the commencement of any approved project involving docks, elevator boat lifts, canopies, seawalls, retaining walls, swimming pools, **patios**, or any other improvement as determined is necessary by the Board or the Master Architectural Review Committee (MARC). The deposit is intended to ensure that all work is completed in accordance with approved plans and without damage to common property or neighboring property. The homeowner shall schedule a final inspection with the MARC once the project is complete. The deposit will be refunded upon completion of the project, subject to final inspection and approval by the Association or MARC.

10.2 Project Completion and Deadlines (“Time Fence”)

All approved projects shall be commenced and completed within the timeframe specified in the MARC approval, which will be based on the scope and nature of the project.

If a project is not completed within the approved timeframe, the approval may be deemed expired, and the Owner may be required to submit a new application prior to continuing work.

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Failure to complete work within the approved timeframe may also result in fines, suspension of construction, and forfeiture of the Construction Compliance Deposit.

10.3 Construction Activity

All construction activity shall be conducted in a neat, safe, and orderly manner and shall comply with all applicable City and County requirements for erosion and sediment control. A temporary construction barrier (commonly referred to as a “silt fence”) shall be installed and maintained along any property line where construction activity or equipment is present.

Materials, equipment, and debris shall be properly stored and secured at all times. No construction materials, equipment, dumpsters, or contractor trailers shall be stored overnight on streets, rights-of-way, or Common Property, except as may be specifically approved in writing by the Association or the Master Architectural Review Committee (MARC). Contractors shall not block streets, sidewalks, drainage paths, or access to neighboring properties. All vehicles and equipment shall be parked and staged in a manner that minimizes disruption to the community. **Any portable sanitary facility (porta-potty) shall be positioned with the door facing away from public streets, neighboring properties, and common areas.**

Temporary storage of materials and equipment shall be limited to the Owner’s Lot or other approved areas and shall be removed promptly upon completion of the work. The Owner shall be responsible for ensuring that contractors comply with these requirements at all times.

11. MARC Composition, Governance and Procedures

Architectural Review shall be implemented by the Master Architectural Review Committee (MARC). The MARC shall consist of one representative from each of the Inlets Neighborhoods who is appointed by the Board, for terms specified by the Board. To the extent such matters are not provided by the Master Declaration or the By-Laws, the Board may promulgate rules from time to time, and to the extent the Board has not so promulgated rules, the MARC may promulgate such rules. Provided, however, that all such rules must be consistent with the Master Declaration and By-Laws (Master Declaration §10.02).

11.1 MARC Process

a) Applications

MARC applications with all supporting documentation must be submitted directly to the Master Association Management Company, either before or at the same time as the Neighborhood HOA application (if applicable), and at least 1 week before the scheduled meeting, so they may

- 1) Log receipt of the application;
- 2) Acknowledge receipt of the application to the homeowner, and the Neighborhood ARB if the Neighborhood ARB has governance over some components of the Architectural Review application;
- 3) Add the MARC project application to the published MARC meeting agenda; and
- 4) Track MARC approval of the application, and notify the homeowner, and the Neighborhood ARB if appropriate.

Supporting documentation shall include at least two full sets of plans which show site plan, floor plan, elevations, engineering plans, materials list, landscaping details, drainage plan, samples or any other information that is reasonably necessary. MARC can choose to waive some of these requirements if the application already provides enough detail for a proper review. (Master Declaration §10.06).

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

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b) Notice of Monthly Meeting

The MARC shall convene once monthly, providing notice of regular meeting dates via the INLETS Master Calendar maintained on the Management Company website, as well as email invitations to residents, published at least 48 hours before the regular meeting date. Monthly meeting notifications will include the list of MARC applications to be reviewed at the published meeting, with sufficient detail to identify the subject matter of each application (e.g., property address, type of improvement, and/or a brief description of the proposed work).

No MARC applications will be deemed to be approved if “approved” outside of the monthly MARC meeting.

MARC meetings will be conducted according to Roberts Rules of Order.

c) The MARC Review Process

- 1) Will review MARC application and documentation provided at least **one (1) week** before the next scheduled MARC meeting. **Applications not timely submitted, deemed incomplete, and not included on the meeting agenda shall not be reviewed or discussed and may be carried forward to a future meeting.** MARC shall provide its approval, review plan, or any additional requirements within seven (7) days following review.
- 2) May coordinate with the Neighborhood ARB if the project includes elements requiring Neighborhood ARB approval.
- 3) May request additional documentation which the homeowner must provide for MARC approval.
- 4) May request a meeting with the homeowner and project engineer.
- 5) May require an engineering review of plans and/or inspection at the homeowner’s expense.
- 6) Will advise required amendments to the project plan, or advise acceptance or rejection of the architectural change request.
- 7) **All MARC approvals shall clearly describe the approved work and any conditions of approval. Conditions may include inspection requirements, progress or completion notifications, engineering reviews, maintenance obligations, or other requirements established by MARC. The approval shall identify what has been approved, any limitations on the approval, and the Owner’s responsibilities before, during, and after construction.**
- 8) **The applicant, or an authorized representative with sufficient knowledge of the proposed improvement, shall attend the MARC meeting at which the application is scheduled for consideration. MARC may postpone review of any application if the applicant or representative is not present to address questions or provide additional information requested by MARC.**

MARC meeting minutes shall be reviewed and approved before adjournment of each monthly meeting. The **minutes** must include a list of the MARC applications reviewed, supply sufficient detail to identify the subject matter and the decision rendered. These shall be published within seven (7) days to ensure transparency and allow for timely appeals. This standard is recommended for each Neighborhood ARB.

The approval by the Master Association and the MARC relates to the information provided regarding the improvement, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data requested by the MARC and to make application to the governing permitting body as required by Manatee County or the City of Bradenton or other applicable governmental entities.

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If for some reason the request is not approved or ruled on within thirty (30) days, the decision is deemed a disapproval. Contact the MARC for more information.

d) Timely Filing of Requests Prior to Commencement of Work

All required requests for MARC approval must be submitted prior to the commencement of the work. Applications submitted after the commencement of work **or not at all will** result in a notice of violation by the Master Board and **possibly** an order to restore the property to its original condition. In addition, if the work is not in conformance with the Governing Documents and/or the **MARC Standards or the conditions as stated on the MARC application approval**, it will have to be corrected at the Owner's expense. The Association may enforce this requirement through all remedies available under the Governing Documents, including legal and equitable relief, fines (as provided in the Bylaws), and Special Assessments for costs incurred, together with recovery of all prevailing party fees and costs. (Master Declaration §1.04.(b), §7.06(a) and §10.12).

All enforcement actions shall be subject to the Master Declaration's notice and timing provisions.

A fine of \$100 per day, up to a maximum of \$1,000, will be assessed to the Homeowner's account for any project requiring MARC approval, that is begun before a MARC Application is submitted to the Property Management Company. **Submission of a late application does not waive or cure the violation of commencing work without prior approval. Likewise, subsequent approval of the improvement does not preclude enforcement action for the failure to obtain approval before commencing work.**

e) Appeals

Any homeowner aggrieved by a decision of the MARC may appeal that decision in whole or in part to the BOARD. This includes homeowners whose property rights or use and enjoyment of their property may be materially affected by a Neighborhood ARB decision. Such appeal shall be initiated by filing a notice of appeal in writing with the BOARD specifying the portions of the decision appealed. Such notice shall be filed not later than fourteen (14) days after the date of MARC decision, or the notice of decision and conditions to the homeowner.

Upon receipt of a timely appeal, the Board shall schedule the matter for hearing at the next regular or special Board meeting for which sufficient time remains to include the appeal on the agenda. Following the hearing, the Board may affirm, reverse, or modify the decision of MARC. If the Board is unable to hear the appeal within thirty (30) days due to scheduling constraints, the appeal shall automatically carry forward to the next available Board meeting without requiring resubmission by the appellant.

At a minimum the notice of appeal should include:

- 1) The date of the ARB decision being appealed;
- 2) The property/project at issue;
- 3) Grounds for appeal (ie. misapplication of standards, unequal application of standards, conflicts with governing docs or laws, undue hardship);
- 4) Requested action (ie. overturn denial, modify condition, grant waiver/exception); and/or

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- 5) Supporting materials (ie. copies of ARB decision letter, drawing(s), photos, objections)
- 6) Notification to the Neighborhood ARB if they have governance authority

The Master Association Board of Directors retains final authority over all architectural and design matters within the community. Decisions of the Board on appeal shall be binding on all Neighborhood ARBs and homeowners.

f) Records

The Association shall maintain and retain all records related to applications, approvals, inspections, appeals and enforcement in accordance with the Association’s Records Retention Policy and applicable law.

g) Maintenance

Homeowners shall maintain all improvements in a safe and serviceable condition, including keeping them structurally sound, operational as designed, free from visible deterioration, and compliant with the MARC Standards and the Master Association’s Rules and Regulations.

h) Attorney’s Fees

In the event any action is instituted by the Master Association, to enforce or construe the provisions contained in the Master Association Declarations, and in the event the Master Association is a prevailing party, the amount of reasonable attorney’s fees and costs shall be a Special Assessment with respect to the Lot or Parcel involved in the action. (Master Declaration §10.12 and §14.06)

12. Conclusion

This guide is intended to clarify the responsibilities, procedures, and standards that apply to architectural and property modifications within The Inlets at Riverdale. It supplements, but does not replace, the provisions set forth in the Master Declaration, By-Laws, and applicable statutes. Homeowners are also subject to the detailed Rules and Regulations, which provide additional guidance and requirements and should be consulted in conjunction with this document. All owners are encouraged to work collaboratively with the MARC and the Master Association to preserve the character, integrity, and functionality of the community.

13. Board Adoption

WHEREAS, Article 10 of the Master Declaration, including without limitation Sections 10.05 (Architectural Standards), 10.10 (Rules and Fees), 10.11 (Entry and Inspection), 10.12 (Enforcement), and 10.14 (Contractor Approval), grants the Board of Directors (“Board”) and the Master Architectural Review Committee (“MARC”) the authority to adopt, implement, administer, and enforce architectural standards, rules, and procedures; and

WHEREAS, the Board has determined that adoption of these Master Architectural Standards is necessary to promote uniformity, protect property values, and ensure compliance with the Governing Documents and applicable law;

NOW, THEREFORE, BE IT RESOLVED:

Adoption

The Board hereby adopts these Master Architectural Standards as the governing standards for architectural review, administration, and enforcement by the MARC.

MARC Procedural Authority and Board Review

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

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The MARC is authorized to establish and implement reasonable procedures for the administration of architectural review, including application requirements, submission formats, review timelines, inspection protocols, and related processes, provided such procedures are consistent with the Governing Documents and these Standards.

The MARC shall have no authority to grant approvals, variances, or exceptions that conflict with the Master Declaration, these Standards, or applicable law.

Any decision of the MARC may be appealed to the Board in accordance with the Governing Documents or these Standards. The Board shall have the authority to affirm, reverse, or modify such decision, and the Board's determination shall be final.

Such procedures may be amended from time to time, provided they remain consistent with the Governing Documents.

Availability and Notice

The Board directs that these Standards be made available to the membership, including by posting on the Association's website, maintaining copies with the Association's Governing Documents, and providing copies upon Owner request.

Notice of adoption shall be provided in accordance with the Governing Documents and applicable law.

Transition and Grandfathering

Pending Applications: Applications deemed complete prior to the Effective Date shall be reviewed under the standards in effect at the time of submission.

Existing Conditions: Improvements lawfully installed prior to the Effective Date shall be deemed compliant; however, any modification, replacement, or substantial repair shall be subject to these Standards.

Replacement Trigger: Any replacement or reconstruction shall comply with these Standards to the extent reasonably practicable, as determined by the MARC.

Conflicts

In the event of any conflict or inconsistency between these Standards and the Master Declaration, Articles of Incorporation, Bylaws, or applicable law, the provisions of the Master Declaration, such governing documents, or applicable law shall control.

Master Association Standards shall control over any Neighborhood Association standards, rules, or decisions, and no Neighborhood Association may adopt or enforce any conflicting standard or approval.

Effective Date

These Standards shall become effective on [insert date] (“Effective Date”) and shall apply to all applications submitted on or after such date, unless otherwise provided herein.

ADOPTED this ____ day of _____, 2026, by the Board of Directors of The Inlets at Riverdale, Inc.

THE INLETS AT RIVERDALE, INC.
a not-for-profit Florida Corporation

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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By: _____
Terri Kondos, President

Attested by:

By: _____
Jackie DaRocha, Secretary

THE INLETS AT RIVERDALE, INC (THE "MASTER ASSOCIATION")

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Appendix A

MARC APPLICATION

Master Architectural Review Committee (MARC)

The Inlets at Riverdale Inc.
c/o RealManage, ADDRESS

Homeowner's Name _____ Phone Number _____

Inlets Address _____ Neighborhood HOA _____

Type of Application:

<u>Freshwater Installation</u> ☐ Boat Lift ☐ Repair/Replace Dock Posts ☐ Piling or Cleats ☐ Landscape w/i 15 ft of canal ☐ Swimming Pool w/i 15 ft of canal ☐ Lanai Extension w/i 15 ft of canal ☐ Fence Install w/i 15 ft of canal ☐ Fence painting, if full painting	<u>Saltwater Installation</u> ☐ Seawall/Retaining Wall ☐ Boat Lift ☐ Boat Lift Canopy Cover ☐ Dredging ☐ Dock Installation ☐ Fence Installation ☐ Piling	<u>Appeals & Exceptions</u> ☐ Appeal from MARC decision ☐ Appeal from Neighborhood ARB decision ☐ Seeking exception to MARC requirements
<u>Impact to Stormwater Drainage</u> ☐ Lot drainage pattern modification ☐ Install sub-surface drainage ☐ Home/lanai addition beyond current home footprint ☐ Landscaping/Berm within 5-feet of property boundary ☐ Lawn replacement that affects drainage ☐ Paver installation within 5-feet of property boundary		<u>Other</u> ☐ Other - Please describe _____ _____ _____

Description of proposed change:

Is Contractor from a pre-approved vendor list? Yes or No or Not Applicable

Contractor(s) name: _____

Note: If the contractor is not on the pre-approved vendor list, contractor approval may be required depending on the scope of work.

Documents attached/uploaded:

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

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Homeowner E-Signature: _____

Master Architectural Review Committee (MARC)

The Inlets at Riverdale Inc.
c/o RealManage, ADDRESS

Application processing information:

Received Date:	Received by:
Note: Work on this project cannot begin until the MARC application is approved.	
Date to MARC:	
MARC Meeting date(s):	
Additional documents and follow-up needed:	
* Digital copies of all permit applications submitted to government agencies, and permit(s) issued.	
Construction Deposit Required? Yes or No	
Project “Time Fence” completion date:	
MARC Determination:	
Conditions of MARC Approval:	
If approval specifies conditions of approval, the homeowner must notify the MARC when the project is complete.	

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Appendix B

Pre-Approved List of Contractors (Freshwater Boat Lifts)

Floating Lifts:

1. Airdock <https://airdock.com/>
2. Sunstream Boat Lifts (Floatlift) <https://sunstreamboatlifts.com/>
3. Tidewater Boat Lifts <https://tidewatermp.com/>
4. BoatFloat <https://boatfloat.com/>
5. Solstice Docking Solutions (Seapen)
www.solsticedockingsolutions.com

Stationary Elevator Lift Installation Specifications:

Please contact Hi-Tide Boat Lifts (800) 544-0735 for pricing based on your lift size.
<https://hi-tide.com/>

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Appendix C

Installation Maintenance and Use Agreement (“IMUA”) Boat Lifts

THE INLETS AT RIVERDALE, INC.

MASTER ASSOCIATION

ELEVATOR BOAT LIFT INSTALLATION, MAINTENANCE, AND USE AGREEMENT

This Elevator Boat Lift Installation, Maintenance, and Use Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 202__, by and between The Inlets at Riverdale, Inc., a Florida not-for-profit corporation (the “Association”), and _____ [Owner Name(s)], the record title owner(s) of the real property located at _____ [Property Address], Bradenton, Florida (the “Lot Owner”).

RECITALS

WHEREAS, the Association owns or manages certain common areas within The Inlets at Riverdale community (the “Community”), including canals and waterfront access areas (the “Common Area”); and

WHEREAS, the Lot Owner is the record title owner of the following real property within the Community, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Lot Owner desires to install, maintain, and use an individual elevator boat lift on an Association canal wall located within the Common Area adjacent to the Lot Owner’s property; and

WHEREAS, the Association is willing to permit such installation, maintenance, and use, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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1. **Installation and Approval.** The Lot Owner shall submit detailed plans and specifications for the proposed boat lift to the Association for written approval prior to installation. The installation must comply with all applicable laws, ordinances, permits, and any applicable architectural or dock standards established by the Association.
2. **Maintenance, Repair, and Condition.** The Lot Owner shall exercise extreme care in operating the boat lift and any vessel within proximity to the canal walls. The Lot Owner expressly agrees to be responsible for the repair or replacement, at the Lot Owner’s sole cost and expense, of any portion of the canal wall damaged by the Lot Owner, the Lot Owner’s lift, boat, guests, invitees, tenants, or agents. In addition, the Lot Owner shall indemnify, defend, and hold harmless the Association and its officers, directors, managers, agents, and employees from any and all claims, losses, liabilities, or expenses (including reasonable attorneys’ fees) arising out of or related to the installation and use of the lift, including damage to the canal walls caused directly or indirectly by the Lot Owner’s actions or the actions of the Lot Owner’s boat, guests, or invitees.
3. **Indemnification.** The Lot Owner shall indemnify, defend, and hold harmless the Association, and its officers, directors, managers, agents, and employees, from and against any and all claims, damages, losses, and liabilities, including attorneys’ fees, arising out of or in connection with the installation, use, maintenance, repair, or removal of the boat lift.
4. **Compliance with Rules and Regulations.** The Lot Owner agrees to comply with all current and future rules, regulations, and procedures established or promulgated by the Association, including but not limited to the Boat Lift Instructions and Rules, as may be amended from time to time. The Lot Owner acknowledges that failure to comply with such rules may result in suspension of Association privileges, fines, or other remedies as provided for in the Association’s governing documents.
5. **Assignment and Binding Effect.** The obligations and rights set forth in this Agreement shall be binding upon the Lot Owner and all subsequent owners of the Lot Owner’s property, and shall run with title to such property. Each successive owner shall assume and be bound by the terms of this Agreement as a condition of ownership.
6. **Revocation and Removal.** This Agreement may be revoked by the Association upon a material breach of its terms by the Lot Owner or a successor owner, after written notice and an opportunity to cure. Upon revocation, the Association may require the Lot Owner to remove the boat lift and restore the dock, canal wall, and walkway to its prior condition.

THE INLETS AT RIVERDALE, INC (THE "MASTER ASSOCIATION")

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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7. **Termination**. This Agreement shall automatically terminate if the boat lift is permanently removed or rendered unusable by the Association, or if the Lot Owner or successor permanently removes the boat lift and restores the canal wall and surrounding area.
8. **Recording**. This Agreement shall be recorded in the Public Records of Manatee County, Florida, and shall constitute a covenant running with the land.
9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties as to the issues contained herein and supersedes all prior or contemporaneous agreements or understandings with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Boat Lift Installation, Maintenance, and Use Agreement as of the day and year first above written.

ASSOCIATION:

The Inlets at Riverdale, Inc., a Florida not-for-profit corporation

Witnesses:

Signature:

Print:

Address:

Name: _____

Date: _____

Signature: _____

Print:

Address:

Name: _____

Date: _____

LOT OWNER(S):

Signature:

Print:

Address:

THE INLETS AT RIVERDALE, INC (THE "MASTER ASSOCIATION")

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Name: _____

Date: _____

Signature: _____

Print:

Address:

Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 20, by _____, as _____ of The Inlets at Riverdale, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

Notary Public - State of Florida

Printed Name: _____ (SEAL)

Commission No.: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20, by _____ [and _____], individually [and if applicable, as husband and wife]. He/she/they [is/are] personally known to me or produced _____ as identification.

Notary Public - State of Florida

Printed Name: _____ (SEAL)

Commission No.: _____

Exhibit "A"

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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(Attach legal description for Owner’s Property, and also attach a sketch or description showing the location of the improvements adjacent to the Lot Owner’s property.)

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Appendix D

Pre-Approved Contractors- Dock Posts, Pilings or Cleats

Pre-Approved Contractors are:

Duncan Seawall <https://www.duncanseawall.com/>

941-795-5434

Anderson Dock and Lift <https://andersondockandlift.com/>

941-720-6733

Woods Dock and Seawall <https://wooddockandseawall.com>

941-792-5322

Green Marine Construction <https://greenmarine.com/>

Trevor Greene 941-812-5288

Limitless Construction <https://limitlessconstructionanddesign.godaddysites.com/>

Shane Braley 772-209-8519

Shoreline Marine Construction <https://shorelinemarineconstructioninc.com/>

305 394-4711

Mariner Dock and Seawall <https://www.marinerdockandseawall.com/>

941-751-3625

Taylor Marine LLC <https://www.taylormarinellc.com/>

941-539-777

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

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Appendix E

Cleat Specifications

(Placeholder)

THE INLETS AT RIVERDALE, INC (THE “MASTER ASSOCIATION”)

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Appendix F

Installation Maintenance and Use Agreement (“IMUA”) Other Structures

CANAL WALL ADJACENT IMPROVEMENTS INSTALLATION, MAINTENANCE, AND USE AGREEMENT

This Canal Wall Adjacent Improvements Installation, Maintenance, and Use Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 202__, by and between The Inlets at Riverdale, Inc., a Florida not-for-profit corporation (the “Association”), and _____[Owner Name(s)], the record title owner(s) of the real property located at _____[Property Address], Bradenton, Florida (the “Lot Owner”).

RECITALS

WHEREAS, the Association owns or manages certain common areas within The Inlets at Riverdale community (the “Community”), including canal walls and adjacent areas (the “Common Area”); and

WHEREAS, the Lot Owner is the record title owner of the following real property within the Community, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, the Lot Owner desires to install, maintain, and use certain improvements -including but not limited to pools, patios, decks, fences, landscaping, trees, or similar structures -adjacent to or in proximity to the canal wall located near the Lot Owner’s property; and

WHEREAS, the Association is willing to permit such installation, maintenance, and use, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Installation and Approval. The Lot Owner shall submit detailed plans and specifications for the proposed improvements to the Association for written approval prior to installation. The installation must comply with all applicable laws, ordinances, permits, and any applicable architectural or landscaping standards established by the Association.

2. Maintenance, Repair, and Condition. The Lot Owner, at the Lot Owner’s sole cost and expense, shall be responsible for the ongoing maintenance, repair, and replacement of any improvements permitted under this Agreement. The Lot Owner shall ensure that all improvements remain in a safe and operable condition at all times, and shall promptly repair any damage to the Common Area caused by such improvements or their use.

THE INLETS AT RIVERDALE, INC (THE "MASTER ASSOCIATION")

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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The Lot Owner shall exercise extreme care in constructing, maintaining, and using any improvement near the canal walls. The Lot Owner expressly agrees to be responsible for the repair or replacement, at the Lot Owner's sole cost and expense, of any portion of the canal wall damaged by the Lot Owner, the Lot Owner's improvements, contractors, guests, invitees, tenants, or agents. In addition, the Lot Owner shall indemnify, defend, and hold harmless the Association and its officers, directors, managers, agents, and employees from any and all claims, losses, liabilities, or expenses (including reasonable attorneys' fees) arising out of or related to damage to the canal walls caused directly or indirectly by the Lot Owner's actions or the actions of any person acting on behalf of or under the authority of the Lot Owner.

3. Indemnification. The Lot Owner shall indemnify, defend, and hold harmless the Association, and its officers, directors, managers, agents, and employees, from and against any and all claims, damages, losses, and liabilities, including attorneys' fees, arising out of or in connection with the installation, use, maintenance, repair, or removal of the improvements governed by this Agreement.

4. Insurance. The Lot Owner shall maintain liability insurance, in an amount and form reasonably required by the Association, covering any claims arising from the presence or use of the improvements. The Association shall be named as an additional insured. Proof of such insurance shall be provided to the Association upon request.

5. Compliance with Rules and Regulations. The Lot Owner agrees to comply with all current and future rules, regulations, and procedures established or promulgated by the Association, including but not limited to landscaping, seawall, and construction guidelines, as may be amended from time to time. The Lot Owner acknowledges that failure to comply with such rules may result in the suspension of privileges, fines, or other remedies as provided for in the Association's governing documents.

6. Assignment and Binding Effect. The obligations and rights set forth in this Agreement shall be binding upon the Lot Owner and all subsequent owners of the Lot Owner's property, and shall run with title to such property. Each successive owner shall assume and be bound by the terms of this Agreement as a condition of ownership.

7. Revocation and Removal. This Agreement may be revoked by the Association upon a material breach of its terms by the Lot Owner or a successor owner, after written notice and an opportunity to cure. Upon revocation, the Association may require the Lot Owner to remove any improvement and restore the affected Common Area to its prior condition.

8. Termination. This Agreement shall automatically terminate if the affected Common Area is permanently removed or rendered unusable by the Association, or if the Lot Owner or successor permanently removes the improvements and restores the area.

9. Recording. This Agreement shall be recorded in the Public Records of Manatee County, Florida, and shall constitute a covenant running with the land.

THE INLETS AT RIVERDALE, INC (THE "MASTER ASSOCIATION")

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Canal Wall Adjacent Improvements Installation, Maintenance, and Use Agreement as of the day and year first above written.

ASSOCIATION:

The Inlets at Riverdale, Inc., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

LOT OWNER(S):

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

WITNESSES (as to all):

Signature: _____

Print: _____

Address: _____

Signature: _____

Print: _____

Address: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 20, by _____, as _____ of The Inlets at Riverdale, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

THE INLETS AT RIVERDALE, INC (THE "MASTER ASSOCIATION")

ARCHITECTURAL STANDARDS, REVIEW AND COMPLIANCE

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Notary Public - State of Florida

Printed Name: _____ (SEAL)

Commission No.: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 20, by _____ [and _____], individually [and if applicable, as husband and wife]. He/she/they [is/are] personally known to me or produced _____ as identification.

Notary Public - State of Florida

Printed Name: _____ (SEAL)

Commission No.: _____

Exhibit "A"

(Attach legal description for Owner's Property, and you can also attach a sketch or description showing the location of the improvements adjacent to the Lot Owner's property.)

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Appendix G

Pre-Approved Vendor for Fencing

H&Y Fence

510 Cattlemen Rd. Sarasota, FL 34232

(941) 379-3444

www.hnyfence.com

Painting: Rustoleum Painter's Touch, 2X Ultra Cover, Paint + Primer in white satin finish
ONLY (No semi gloss/gloss flat or matte)

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Appendix H

Prohibited Trees and Shrubs

Common Name	Species Name	Manatee County Prohibited	Bradenton City Prohibited	Inlets Prohibited
Punk tree	Melaleuca	Y	Y	Y
Cajeput	guinguenervia	Y	Y	Y
Paper bark		Y	Y	Y
Australian Paperbark			Y	Y
Brazilian Pepper	Schinus			
Florida Holly	terebinthefolius	Y	Y	Y
Australian Pine	Casuarina equisetifoli	Y	Y	Y
Downy Rose Myrtle	Rhodomyrtus	Y		Y
	tomentosa			
Catclaw Mimosa	Mimosa pigra	Y	Y	Y
Mimosa	Albizia julibrissin		Y	Y
Indian Rosewood	Dalbergia sissoo	Y	Y	Y
Carrotwood	Cupaniopsis	Y		Y
	anacardioides			
Brazilian Beefwood	Casuarina glauca		Y	Y
Paper Mulberry	Broussonetia-papyrifera		Y	Y
Womans Tongue	Albizia lebbeck		Y	Y
Camphor	Cinnamomum		Y	Y
	camphora			
Elephants Ear	Enterolobium		Y	Y
	cyclocarpum			
Ficus (all)			Y	Y
Lead tree	Leucaena		Y	Y
	leucocephala			
Chinaberry	Melia azedarach		Y	Y
Chinese Tallow	Sapium sebiferum		Y	Y
Schefflera	Scefflera actinophylla		Y	Y
Areca Palms	Dypsis lutescens			Y
Bamboo	All species			Y
Fruit Trees?				

The trees listed above are exempt from Tree Removal Permit requirements unless they are part of an approved landscape/PDP Plan, and are either prohibited from planting or not creditable toward tree replacement or landscaping requirements:

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Appendix I

Manatee County Standards

Chapter 5- Standards for Accessory and Specific Uses and Structures

PART II. - Standards for Accessory Uses and Structures

Section 511. - Specific Accessory and Uses and Structures Allowed.

§ 511.17 - Waterfront Structures.

A. Generally

No waterfront, erosion control structures, or seawalls shall be erected, expanded, or reconstructed except in accordance with the applicable provisions of:

1. General permit requirements of the U.S. Army Corps of Engineers (COE);
2. General consent criteria of the Florida Department of Environmental Protection (DEP) requirements; and
3. Separate permits issued by DEP, COE and the Southwest Florida Water Management District for certain waterfront structures, which must be obtained prior to commencement of development.

B. Standards

All waterfront structures shall meet the following standards and requirements:

1. *Distance from Channel.* Private residential waterfront structures shall not extend waterward of the mean or ordinary high water line more than twenty-five (25) percent of the width of the waterbody. Waterfront structures shall not be placed within an existing channel nor impede navigation. Also, boats shall not be moored in a manner which impedes navigation or encroaches on an existing channel.
2. *Maximum Height of Boathouses and Boat Hoists.* Covered boathouses and covered boat hoists shall not exceed a height of twenty (20) feet above mean high water or ten (10) feet above the ground on which they are placed, whichever is higher. Boathouses may have a roof structure, but may not have enclosed walls. Boathouse roofs shall be tied down per the Manatee County Building Code.
3. *Compliance with District Side Yards.* Waterfront structures shall not be located closer to any side lot line than twenty-five (25) feet or the minimum side yard requirement of the zoning district applicable on the adjacent shore, whichever is greater. Private residential waterfront structures with Florida Department of Environmental Protection (DEP) approval may be located no closer than the minimum side yard requirement. Side lot lines shall be deemed to extend into the adjacent water body perpendicular to the shoreline which they intersect unless they actually extend into such water body.
4. *Residential Dock Density.* The density of multi-family docking facilities and single-family docks on lots created after the effective date of the Comprehensive Plan (May 15, 1989) shall not exceed one (1) boat slip for every one hundred (100) feet of shoreline owned.

D. Erosion Control Structures

1. Siltation and erosion control measures shall be applied to stabilize banks and other unvegetated areas during and after construction. Sediment settling ponds shall be installed for stormwater runoff prior to the creation of any impervious surfaces.
2. No permit for an erosion control structure shall be granted unless the structure complies with all applicable

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federal, state and local laws, is consistent with the purpose and intent of this Section, and the Board finds that the erosion control structure will not be detrimental to the shoreline stability of other property, will not obstruct publicly used channels, and will be structurally stable.

E. Seawalls

The construction of new seawalls and the repair and reconstruction of existing seawalls is prohibited except as permitted by applicable federal and state regulations. When allowed, seawalls on lots created after the adoption of the Comprehensive Plan [May 15, 1989] will be subject to the following provisions:

1. Seawalls constructed in artificial waterways shall not extend beyond the platted property lines unless certified approval from the recorded owner of the bottom of the waterway in question is obtained.
2. Seawalls constructed on tidal waterbodies shall not extend farther waterward than the mean high water line.
3. All seawalls shall extend at least four (4) feet above mean sea level.
4. Riprap shall be installed at the toe of seawall pursuant to the conditions in the DEP general consent criteria. (Ord. No. 19-03, § 3(Exh. A-5), 3-21-19)

Chapter 7- Environmental and Cultural Resource Protection

Part 1 – Tree Protection, Landscaping, Buffers and Irrigation.

Section 701 – Landscaping and Screening Standards.

§ 701.8 – Specifications.

A. General

16. Trees and shrubs shall not be placed within the middle two-thirds ($\frac{2}{3}$) of any drainage swale or within three (3) feet measured horizontally from the centerline of the drainage swale; whichever is greater. Swales must allow the positive flow of water without any obstruction.

Chapter 8 – Engineering Design and Utilities

Section 801. - Stormwater Management.

§801.3. R. – Stormwater Management Standards.

R. Swale Design. Swales shall allow the positive flow of water without any obstruction. Refer to Section 701 for landscaping specifications. Swales, and similar open drainage facilities shall be designed in accordance with the Manatee County Public Works Standards to minimize creation of mosquito breeding habitat.

Manatee County Land Development Code in Full

https://library.municode.com/fl/manatee_county/codes/land_development_code?nodeId=MACOLADECO

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Appendix J

City of Bradenton - Code of Ordinances

Part III – Land Use Regulations

Chapter 4.0 – General Regulations

§4.1 - Land Alterations.

§4.1.5.2 Drainage Easements

a. Drainage easements shall be maintained so that their function is not impaired through plant growth, debris, or permanent fences blocking ingress or egress to this area.

b. See subsection 4.2.1.5 for restrictions regarding planting and grading of easement areas.

§4.2 Subdivision of Land.

§4.2.1.5 Easements

Easements shall be provided as are reasonably necessary and required by public works to accommodate public utilities, including sewer, water and drainage for each lot in the subdivision. Drainage easements shall include all pipes, ditches, swales and ponds required under stormwater permits by the city or other permitting agency. For subdivisions not requiring a stormwater permit under state law, public works may require five-foot easements along the rear and side lot lines in residential subdivisions if needed for public utilities or drainage purposes.

The width of a pipe easement shall be ten feet measured from the center line of the proposed pipe, unless a reduction is allowed by public works based upon the depth and size of the pipes. Additional easement width may be required by public works for large piped drainage easements. Such easements shall be shown on the preliminary plat for review and on the final plat for recording.

These easement requirements may be waived or reduced by city council upon presentation by the applicant of evidence that the requirement is excessive or unnecessary for a particular subdivision. No alteration of drainage easements, such as the addition of berms or other grading, shall be made without the written approval of the director of public works. Easements may be landscaped subject to the following:

a. No trees shall be planted within the easement.

b. All shrubs shall be maintained at six feet or less in height.

c. No plants shall be placed in an easement if such plants will adversely affect or restrict the intended use of the easement.

f. Fences, see section 5.1.2.7 or 5.2.2.4.

City of Bradenton – Code of Ordinances

Chapter 5.0- Accessory Uses, Structures and Signage

§5.1.2.14 Docks and Piers

Docks and piers may be erected beyond the mean high water line of public waterways or beyond the shorelines of ponds or lakes of over an acre in size, subject to the following:

- a. The applicant shall furnish proof of ownership of the property at the mean high water line or pond shoreline where the dock is to be located, or other documentation of his right to use the shorelines and waterbody. Owners of waterfront property without riparian rights may apply for a special use for a dock on public waterfront provided there is no private property intervening between the proposed dock location and the applicant's property.
- b. If the dock is proposed to be constructed or repaired in a public waterway or over wetlands, the applicant must provide authorization from the appropriate state or federal agency, prior to local permit review and approval. If a dock is proposed on a public right-of-way, or easement, the applicant, prior to the issuance of a permit, shall sign an affidavit acknowledging the right of the city council to issue an order for removal of the dock any time without compensation to the owner of the dock.
- c. A permit or exemption letter from the DEP (Department of Environmental Protection).
- d. The following dimensional requirements shall be met unless otherwise stipulated by special use permit:
 - i. Docks and piers shall maintain a minimum of a ten-foot setback from the side lines of property or the extension thereof into the water body.
 - ii. The height of the flooring of any dock shall not exceed five feet above mean sea level or average water level in the case of a retention pond or lake.
 - iii. Superstructures on any dock shall require a special use permit.
 - iv. In a public waterway, the maximum length of any dock shall not exceed 80 feet or 25 percent of the width of the waterway or closer than 25 feet to the center of any public channel, whichever is less.
 - v. In a retention pond or lake, the maximum width shall be five feet and the maximum length of any dock shall not exceed whichever is the lesser of the following dimensions: 20 feet or ten percent of the width of the lake measured from the foot of the dock, in line with the dock, to the opposite side of the lake.

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Appendix K

Manatee County Swales Slopes and County Grading Installations 700.3 and 700.4

Manatee County Stormwater Management Design Manual - June 2015

2.4.6. Lot Drainage Specifications.

See Illustrations 7.03 and 7.04 for graphic lot drainage details [Appendix K]

- A. For closed drainage show curbs, gutters and sidewalks, if applicable.
- B. Existing drainage shall be maintained or improved.
- C. Minimum driveway rise from curb to garage is 1%
- D. Show all easements.
- E. Minimum grade slopes are as follows:
 - (1) Front Yard – 2.0%
 - (2) Rear and Side yards – 1.5%
 - (3) Swales – 1.0%
- F. Minor modification to accommodate special conditions such as trees may be approved by the Public Works Department.
- G. Lots with special conditions may have slopes based on an engineer's detailed design approved by the Department Director or designee.
- H. Deviations due to existing trees, vegetation or other extenuating circumstances may be approved. Difficulties arising from such deviations are the responsibility of the property owner to satisfactory resolve.

<https://public-works-standards-public-manateegis.hub.arcgis.com/documents/f961c113b8604e2093474651caee55b6/explore>

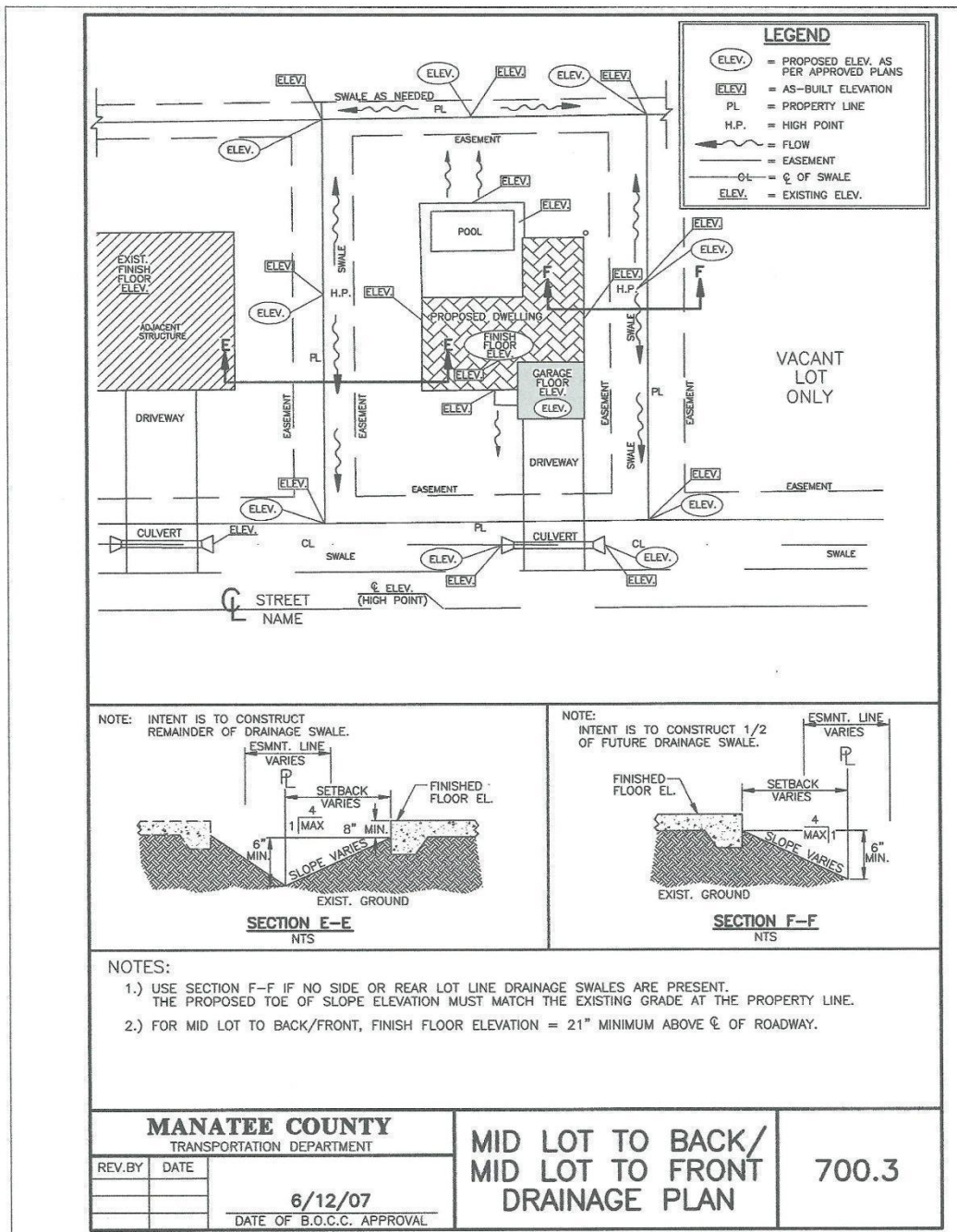
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Manatee County Grading Illustration 700.3

Lot Drainage from Mid-lot to Back and Front



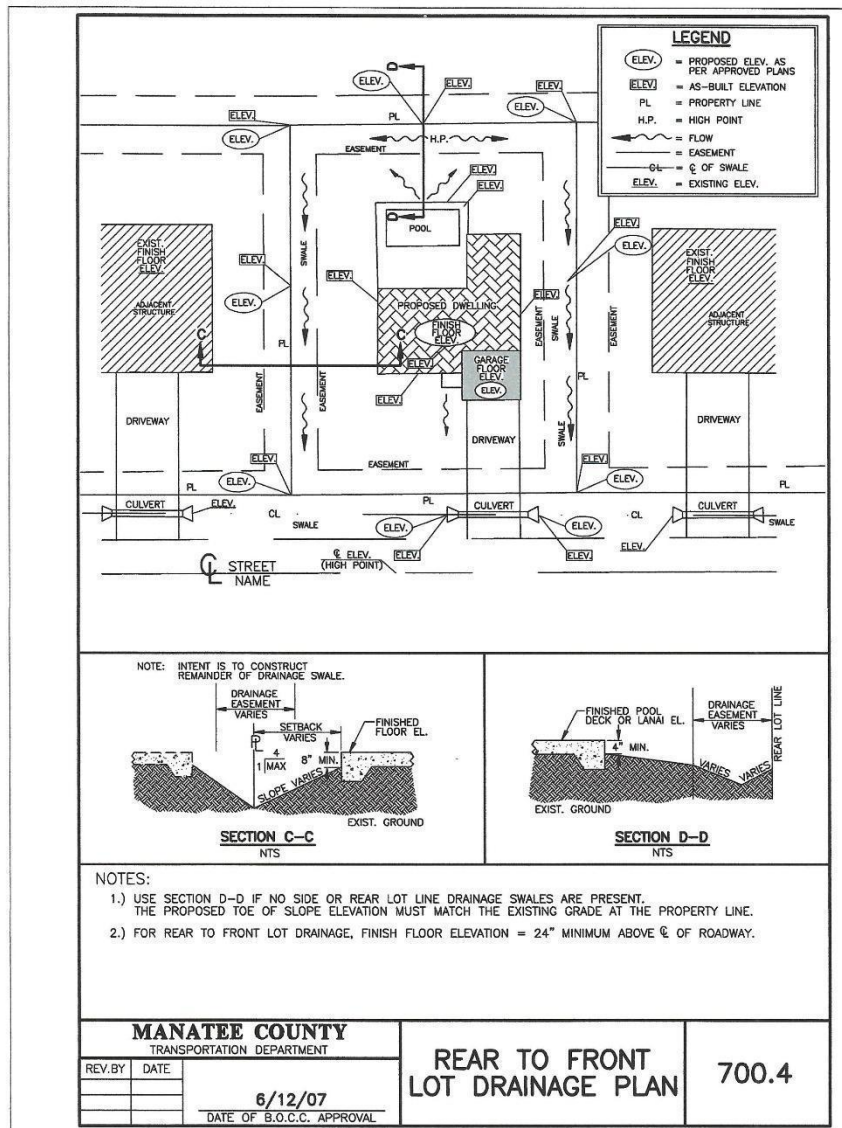
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Manatee County Grading Illustration 700.4

Lot Drainage from Rear to Front



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Appendix M

Artificial Turf Specifications

Backing Design and Drainage Ratings

100% permeable (edge-to-edge) backings

Minimum permeability rating of 25 inches per hour

Sub-Base and Grading

Aggregate Base - Turf should be installed over a 3-4 inch layer of compacted crushed stone or gravel, rather than fine dirt or sand, which can pack down and block water flow.

Positive Drainage - Must maintain a 1-2% slope to guide excess water toward existing drainage swales or away from building foundation

Infill Material

Fine-grained infills are prohibited as they can clog drainage holes in the backing over time.

Only antimicrobial or zeolite infills shall be used to mitigate odors due to pet urine and bacterial growth.