

ORCHID LAKE RV LLC

PARK RULES NOV 2010

The purpose of these Rules and Regulations is to provide a safe and enjoyable environment and a home and community of which you will be satisfied and proud. These Rules and Regulations apply to all unit owners, tenants, guests, successors, and assigns, and are specifically incorporated by reference into all lease agreements

These Rules and Regulations promote consideration of and courtesy to others. Your cooperation in following these Rules and Regulations is essential to maintaining an attractive home and in turn your cooperation will help sustain the high behavioural standards of Orchid Lake RV LLC.

In our RV Resort these Rules are enforced by either of the owners of the park or park management acting on their behalf. It is your responsibility to know and understand why Orchid Lake RV Resort is very special to its residents.

Before becoming residents of Orchid Lake RV Resort, prospective residents (Tenants and sub-lessees) must be approved by Management and shall sign a statement indicating they have received and read a copy of and will abide by the Rules. **Failure to gain Management approval and/or sign the statement shall be cause to void any residency contract, implied or expressed.**

These rules have been established by the owner of Orchid Lake RV LLC. These rules may be changed from time to time to achieve this and other purposes.

***IT IS THE OBLIGATION OF THE
HOMEOWNER TO ALERT RENTERS AND GUESTS TO THESE RULES***

Definitions

1. Corporation – “Corporation” means Orchid Lake RV LLC the owner of the RV Resort and landlord to renters.
2. Tenant – “Tenant” shall mean an occupant of a mobile home or RV (recreational vehicle) in OLRVR.
3. Resident – “Resident” shall mean either Tenant or Renter.
4. Park – “Park” shall mean Orchid Lake RV Resort.
5. Unit – “Unit” shall mean a manufactured home or RV (recreational Vehicle) and its appurtenances.
6. “Common Areas” – All portions in Orchid Lake that are not included in the unit.

Rules and Regulations – Effective November 1, 2010

Orchid Lake RV Resort is owned and operated by Orchid Lake RV LLC. Park operations are regulated by Federal, State and County Laws.

The purpose of these Rules and Regulations is to provide a safe and enjoyable environment and a home and community of which you will be satisfied and proud. These Rules and Regulations apply to all unit owners, tenants, guests, successors, and assigns, and are specifically incorporated by reference into all lease agreements.

These Rules and Regulations promote consideration of and courtesy to others. Your cooperation in following these Rules and Regulations is essential to maintaining an attractive home and in turn your cooperation will help sustain the high standards of Orchid Lake RV Resort.

In Orchid Lake RV Resort these Rules are enforced by the park owners and management acting on their behalf. It is your responsibility to know; understand and adhere to the rules.

Residents and Guests

1. Orchid Lake RV Resort is intended and operated for occupancy by persons fifty-five (55) years of age and older, and as such, adheres to the requirements of the Housing for Older Persons Act of 1995. It is the intention of the Park that all units be occupied by at least one person 55 or older. OLRVR requires that both occupants be fifty-five (55) years of age or older (except a spouse that could be forty-five (45) years of age or older) with a maximum of 2 persons per unit. A caregiver may be under the age of fifty-five (55), provided appropriate document supporting the need for said caregiver, is submitted to Management for approval (on an annual basis if determined by the Management) and Management approval is granted in writing.
2. At the time of application for initial occupancy, or upon demand of the Management all prospective residents and all existing residents shall be required to produce for inspection and copying one of the following age verification documents; drivers license, date of birth; passport; immigration card, military identification; or other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of a household age 18 or older asserting that the resident or prospective resident meets the age requirement.

Orchid Lake RV Resort reserves the right, at its sole discretion, to grant exceptions to the minimum age requirements of the Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995. It is also required that a prospective resident provide references.

On January 1st of each even numbered year, all existing residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to the Corporation. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the homeowner may be subject to eviction.

3. Guests of residents are permitted, but each guest must register at the office upon arrival, and each guest must, at or before the time of registration, provide the office with his or

her name, the address he or she is visiting, and arrival and departure dates. Guests are not permitted to stay more than fourteen (14) consecutive days or thirty (30) total, days per calendar year. All guests 16 years and younger must be accompanied by adults, either a resident or a registered guest at all times.

4. Outside guests will be permitted **only** for one or more of the following purposes:
 1. To teach a game, skill, or craft
 2. To present a scheduled program, i.e., at coffee and donuts, Church, Internal Club Activities or Co-Op activities.
 3. To provide entertainment/music for scheduled park activities.
 4. Visit at resident's unit
5. Guests are not permitted to live in a second unit on a lot while visiting.
6. Residents shall be responsible for their guests' conduct while in OLRVR. and shall be responsible for informing their guests of the rules and regulations of OLRVR.
7. Overnight guests in an RV located on a site in the RV Section will be charged an overnight fee of \$2.00 per guest for each night. Overnight guests of a sub lessee of a site and RV located in the RV section will be charged an overnight fee of \$2.00 per guest in an RV.
8. Orchid Lake RV LLC, Reserves the right to evict any overnight guest from the Park who fails and/or refuses to comply with one or more of these Rules and Regulations.
9. Owners who sublet their site or unit are not permitted to use any of the facilities at the Park while their unit is being subleased.

Mobile and RV Units

1. Residents shall maintain the safety and beauty of the grounds. Residents are responsible for the overall appearance of their unit and lots. This includes the washing of the unit and expenditures. Lots are to be kept orderly, neat, clean, and free of litter and shall be weeded as needed. General care of the lawn, shrubs, and trees is the responsibility of the member or resident. Residents must obtain management prior written approval of the type and location of any trees or shrubs to be planted before any planting occurs. No tree shall be removed from the site without the prior written approval of management.
2. Any residents desiring to make any changes on their site, alter it in any way, such as addition or improvement (including utility sheds-size, placement, roofovers, siding, painting of driveway, etc.) must have prior approval by management. The Resident must submit a written request to management and management will then answer such request in writing within ten (10) working days.
3. All units in place six (6) months or more per year must be tied down and skirted. Tie downs must comply with all applicable government laws and regulations.
4. Residents may not repaint or install siding of a color other than the existing color without prior written approval of management.

5. In the event that park property is damaged by a resident or a guest or invitee of a resident, that resident shall be responsible for cost of labour and materials to repair/replace damaged items.
6. Collapsible umbrella clothes lines are allowed and shall be located at the rear area of your site, if there is room on your site. It cannot infringe on your neighbors' property. No other type will be permitted. If you mow your own lawn site, the umbrella may be left up. Otherwise it will need to be removed for lawn mowing and nothing should be left above the ground. Hanging of clothes on awnings, carports, screen rooms, etc. is not permitted.
7. Recreational vehicles are allowed to be parked on a mobile home resident's lot for loading or unloading for a period not to exceed 48 hours, providing they are not blocking a driveway or the street right of way.
8. No fences of any kind (wood, wire, shrubbery, etc.) for privacy or boundary dividers are permitted. Those now in existence are to be grandfathered in as of this date, but cannot be replaced. Upon sale of home or RV, the grandfather clause becomes null and void and the fence must be removed.
9. Major repairs, overhauling, or painting of vehicles, is not permitted in OLRVR. No commercial-type vehicle is permitted to be parked on the site except when an outside service is temporarily rendering a service. Unlicensed or inoperable vehicles will not be permitted in OLRVR. and will be towed at the owners' expense to the extent permitted under Florida law and (if applicable) the rental prospectus.
10. **Residents Occupied Units** are allowed to store **only the following on their lot:**
 1. **Two (2)** passenger vehicles, i.e. cars/trucks
 2. **One (1)** golf cart

Residents Unoccupied Units (with carports) If you are not occupying your unit, you are allowed to store under your carport only.

Unoccupied Units (without carports) are not allowed to store anything on the grassy area.
11. Parking is not allowed between units if it encroaches on a neighbor's site except by mutual written consent with the adjacent neighbor's No parking is permitted on vacant lots or common areas except where specifically indicated.
12. Residents are strongly encouraged to carry his/her own liability insurance policy and provide a copy of that liability insurance policy to the office.
13. When you leave your unit for the season make sure to turn off your water at the house shutoff and store ALL loose items, such as lawn furniture, flower pots, ladders, bikes, etc.
14. No Park power tools shall be loaned to residents for any purpose except as provided in #15 below.
15. Volunteers are permitted to use power tools when working on common ground.
16. Freestanding carports, gazebos or tents are not permitted without the express written consent of management.
17. If a home or RV is removed from the lot, the owner must remove all other structures, including tie downs. The lot and cement must be left clear and

with no damage to the utility hook-ups when the unit is removed. If a home or RV is destroyed by a natural disaster, the Resident will have four (4) months to clean up the lot. The resident will pay to have the damaged home or RV removed as authorized by these rules, and (if applicable) the rental prospectus.

Recreational Facilities

1. Your clubhouse activities are governed by Orchid Lake RV Residence Council. All Rules and Regulations are to be followed as they are posted in each clubhouse.
2. The clubhouses, pools, shuffleboard courts, horseshoe courts, card library, pool activity room, and other recreational facilities are for the use of all residents and their registered overnight guests when accompanied by members and tenants. Use of these facilities for other than Park functions shall require prior written approval from management of the park. Residents not included in such private functions shall continue to have access to the premises and shall not be excluded from said premises. It will be the responsibility of the event coordinator to leave the facilities in a clean and orderly condition. Renovation, alterations or modifications to any facility or common area is strictly prohibited without the expressed consent of management or park owners. All furnishings provided in a facility are to remain in the facility and will not be removed and taken to a residents unit under any circumstances.
3. When a unit is subleased, the sub lessee receives all the rights to use the common areas otherwise available to the unit owners unless the rights of use are waived in writing by the sublessee. The owner of the unit retains access rights to the unit as the landlord but shall not have the right to use the common areas except as a guest.
4. Rules regarding the use of the pool are posted at the sites and are attached to these Rules as Exhibit "A" and must be observed by all users of the facilities. No lifeguard is on duty. Swim at **YOUR OWN RISK**.
5. Children under the age of 16 will not be allowed to use any facilities unless accompanied by an adult, either a Resident or a registered guest.
6. No food or beverage (except plastic bottle) is permitted in the fenced in pool area. No glass containers in the pool area.
7. Soap and shampoo are not permitted in the pool area.
8. Use of tobacco, or smoking, is prohibited in all common buildings. Smoking is not permitted inside the fenced areas at the pools.
9. Proper attire and shoes are required in all common buildings.
10. THE CLUBHOUSES CANNOT BE USED FOR STORM/HURRICANE SHELTERS

Lake

1. No swimming is allowed in the lake from the park shoreline. No feeding of the alligators and migratory birds. It is dangerous and illegal.
2. Do not throw articles of any nature in the lake.
3. OLRVR is within a tranquil sanctuary and discharge of firearms, BB guns, and slingshots is strictly prohibited.

Pets

1. Feline House pets (Cats) are permitted and welcomed but the following rules must be observed:
2. Only house cats are permitted. A maximum of two (2) cats are permitted per home or RV. All cats must be registered at the office. (If available, a pet photo may be submitted to the Park office to aid in the return of any lost pet.)
3. Pets must be properly inoculated, licensed, and cared for. A copy of inoculation report for each pet must be provided to the Park Office.
4. No pets are permitted to run at large or otherwise be a nuisance or endanger other residents, guests, or other pets.
5. Pets must be on a leash at all times when outside the unit. No pet may be tied up outside the unit for a prolonged time.
6. Pets are not to be left alone for any long period of time.
7. **Dogs under any circumstances are not allowed.**
8. You must pick up after your pet and dispose of waste properly.
9. The Park reserves the right to prohibit any resident or guest from keeping a Feline pet in the event that said resident or guest fails to observe one or more of the rules.
10. Park residents must advise their overnight guests who may have pets that the pet rules must be followed. Applies to cats only. Dogs are **NEVER** allowed.
11. No park resident is permitted to bring in and/or board pets from outside the park.
12. No pets are allowed in common buildings.
13. Residents are responsible for damage to other property caused by their pets.
14. Guests may bring in pets subject to the rules of the park set forth above.

Laundry

1. Laundry facilities are open for members, renters, and their overnight guests only.
2. Rules for use are posted in the laundry rooms and are attached to these Rules as Exhibit "B" and must be observed by all.

Utilities

1. The homeowner is responsible for maintaining and repairing the water lines from the point of connection to and within the home and for maintaining and repairing at the ground sewer connection and the sewer lines from the ground connection to and within the home.

2. The Park is responsible for the sewer and water lines up to where they connect to your unit.
3. You are responsible for the electric from your connection to power at the post to your unit (from your meter to your unit). Meter is responsibility of Tenant.

Miscellaneous

Conduct at Meetings

1. In order for any issue to be discussed at a Council meeting or Business Meeting it must be on the Agenda posted 48 hours prior to the meeting.
2. In order for any issue to be voted on at any Business Meeting, it must be so noted on the Agenda. This includes anything a committee chairperson might bring up. (Residents must be informed on the agenda whenever a vote is to be taken).
3. Residents may address the Business Meeting on items on the agenda by standing and giving their name. This allows the secretary to identify the resident for record keeping purposes and it introduces the speaker to the rest of the membership.
4. All residents will be given an opportunity to speak on agenda item being discussed before any resident speaks for a second time. The Chairperson or other person chairing the meeting has the right to limit each resident to speak for no more than three (3) minutes per agenda item.

Safety

1. The park speed limit for all vehicles is 10 MPH. All posted regulations and signs must be observed.
2. Motorcycles are not allowed to be operated in the park, except as transportation means in and out of the park. And only directly between the entrance and the lot/site.
3. No gasoline powered go-carts, scooters, ATV's, etc. are permitted in the park.
4. Golf carts may only be driven by residents old enough to obtain a drivers license. Between dusk and dawn all carts must have their front and rear lights on.
5. Bicycles ridden at night are required to have front light and rear reflectors.
6. All pedestrians must be illuminated for night visibility with a flashlight or a red flashing light (one per group) between dusk and dawn.
7. Roller blading is not permitted in the park.
8. For safety purposes the outside lamp posts are to be lit every night.
9. No alcoholic beverages shall be used in excess by any resident or guest in any common area.
10. Only emergency messages will be delivered by the park office. However, OLRVR does not assume any responsibility or liability for failure to deliver or report such messages.
11. OLRVR shall not be responsible for custodial care of Residents who become disabled by reason of mental or physical illness.
12. OLRVR shall not be liable for accident or injury to any person or property, arising from the use of recreational facilities by a Resident or the Resident's

guests. The Resident and his or her guests use these facilities at their own risk and assume liability for such physical damage or personal injury caused by such use.

Refuse

1. All garbage must be securely wrapped in plastic bags and placed in the disposal bins provided. There are disposal facilities for tires, batteries, paints, propane tanks, oils and other hazardous wastes in the county. These are not to be dropped off at our refuse site.
2. All contractors shall remove from OLRVR all waste and debris generated by them. Failure to remove waste and/or debris shall constitute a violation of the Rules and Regulations and the homeowner may be subject to eviction.
3. Yard waste must be put inside the yard waste container. Cut yard waste into maximum three (3) foot lengths.

Soliciting

1. Soliciting in OLRVR by commercial companies, non profit organizations, churches, newspapers, charitable groups, or individuals is not allowed unless expressly permitted under Florida Law.

Subletting

2. The Resident Tenant shall have the privilege of subletting his/her home only under the following conditions:
 1. Subletting – The Tenant or Sub lessee shall not sublet the whole or any part of the unit or renew or extend any previously authorized sublease unless prior written consent has been obtained by management.
 2. There shall be no limitation on the right of management to grant or withhold consent, for any reason, to a subletting. No consent to a subletting shall operate to release the Tenant from any obligation.
 3. Tenants must notify the park management in writing of their intention to rent and the renter(s) must register at the office and **must** obtain the written approval of management prior to entering into any and all subleases.
 4. Tenants assume full responsibility for all damage caused by renters to any property and/or facilities.
 5. Renters of residents' homes must adhere to all rules and regulations.
 6. No home may be sublet for a period of more than one (6) months or to more than two (2) people per unit. Tenants are responsible for any state and local tax.
 7. No renter renting from a Tenant may sublet.

8. Tenants in violation of these Rules and Regulations are subject to all legal remedies at the disposal of the Orchid lake RV LLC and each home or RV unit is subject to eviction.
9. If approval to sublet is not obtained in writing in advance, management reserves the right to refuse occupancy of the unit or site by the proposed Sub lessee.
3. There will be a fee payable to OLRVR for any subleasing agreement in order for the organization to provide the screening of any prospective sub lessee to determine whether or not such sub lessee is qualified to become an occupant of the community. Subletting is when someone is occupying a Tenant's unit in the absence of the Tenant. You need to pay the fee(s) for screening the prospective sub lessee(s) even if you do not charge the prospective sub lessee(s) of your unit.
4. All rents, maintenance fees and costs for faxes, copies, and all other fees and costs owed to the Organization Tenant must be paid prior to a person being approved to sublet.

Selling or Buying a Unit

1. All "For Sale" signs must be placed in an inside window.
2. A Tenant shall have the right to sell his unit and assign his proprietary lease to a qualified purchaser. This purchaser shall then become a member subject to approval of the management
3. Before a home or site is put up "For Sale" and to remain in the park it must have prior approval of management. All homes must have management approval to remain in the park prior to sale.

It is understood by the purchaser that a background check shall determine, in the sole opinion and discretion of the owner, whether the individual is qualified for residency in the park, and all approvals **MUST** be in writing.

Quiet time in the park is from 10:00 pm to 9:00 am. When contracting with companies, you are required to tell them of these rules.

1. Mail is delivered to the designated mailboxes. The resident is responsible to notify the post office of any address changes.
2. All federal, state, county, city, and Florida Water Management rules are always to be followed.
3. Cell phones are to be shut off at all Business meetings.
4. Legitimate complaints concerning infractions of Rules and Regulations shall be reported to management, in writing and signed by the complainant.
5. No notices/posters may be placed on the mailboxes.
6. All passenger vehicles must have an OLRVR identification tag.
7. Individual yard sales are not permitted.

Storage

1. You must park all boats, trailers, cars, etc. on your lot ONLY. Should you not have sufficient space, register at the park office to be assigned into a designated area. If you sell or trade, please notify the park office. All cars, trailers, motor homes and golf carts will have the owner's name or their lot/site address on them in a conspicuous place. Management reserves the right to inspect the designated area and the owner's site to determine if the designated site is needed. Should you use a neighbor's site, an 8 ½ X 11 signed permission memo will be required to be on file in the office.
 1. Non resident storage is not permitted in OLRVR.
 2. Campers, travel trailers, and motor homes which are stored in OLRVR storage must be good roadworthy condition and must be moved out of OLRVR. At least once every year for a period of at least 24 hours.

Harassment-Violence

Harassment also includes incidents of violence. Violence includes, physical violence, robbery and other commercial crimes, stalking cases, violence directed at any park resident or employee, terrorism, and hate crimes committed by current or former residence. As part of our commitment to safety OLRVR prohibits anyone from possessing firearms, other weapons, explosive devices, or other dangerous materials on OLRVR premises. Residents who observe or experience any form of verbal harassment or physical violence should report the incident to management. Any form of verbal intimidation or harassment adversely affecting the health, happiness, safety, convenience, and welfare of the people living in the park, including sexual and racial harassment is unacceptable and grounds for eviction/termination of residency.

Notification of Violation

1. The Organization reserves the right to terminate the tenancy of any Resident for disregard of the park Rules and Regulations.
2. Any resident violating these Rules and Regulations will be notified in the following manner:
 1. 1st notification may be verbal or written.
 2. 2nd notification will be in writing
 3. 3rd notification Organizations attorney will be notified
3. This is normal procedure and the Organization reserves the right to take other action, depending upon the violation.

It is the hope and the aim of the Organization to have good communications with all residents. Please feel free to discuss anything with park management.

EXHIBIT "A"

Pool Rules

No lifeguard on duty, swim at your own risk.

1. No glass in pool areas.
2. Children under age of 16 must be supervised by an adult.
3. Positively no suntan oil or lotion allowed in pool.
4. No horseplay or running.
5. No animals in pool.
6. No food in pool area.
7. No cut-offs or shorts in pool.
8. Stay off railings.
9. All guests must be registered to swim.
10. Pool capacity is 26 people.
11. No children in diapers in pool.

For Emergency, see management or call 911. Phone located at the rear of park office

EXHIBIT "B"

Prior to putting your clothes in the machines, check for foreign materials (objects as ink pens, lipstick, etc.)

- Do not overload the machines
- Check the Water temperature
- No dyeing of clothes permitted
- Do not wash rugs
- Leave machines Clean
- Today's garments are made of synthetic material and are easily damaged by improper laundering
- Clothes washed in water that is too hot or over dried in dryers may shrink, melt, or change in color
- Any loss or damage to clothing is not the responsibility of Management.

ORCHID LAKE RV RESORT PARK RULES ACKNOWLEDGEMENT FORM

Date _____

I have received a copy of the Orchid Lake RV Resort Park Rules. I have read and understand these park rules, and I agree to abide by them. I also understand that a violation of these rules could result in termination of tenancy and removal from the park.

Signature

Print Name

Lot #