

Rules and Regulations XVI

RULES AND REGULATIONS

THIS

ARTICLE XVI.

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Section 3. Rules and Regulations.

The rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors (possibly through its Architectural and Environmental Review Board) **(a.k.a. Architectural and Environmental Review Committee/A.E.R.C.)**, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said rules and regulations, and all applicable ordinances of Orange County and applicable laws of the State of Florida, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. **For the purposes of these rules and regulations the Unit is defined as the entire lot, including any improvements thereto and any vehicle parked thereon.** Said rules and regulations are as follows: (a) All condominium parcels or Units shall be reserved and restricted for recreation campsites and camping vehicles, including within such category, modern travel trailers, "park trailers" (park model trailers), motor homes and other similar types of camping trailers. Unit Owners, their guests, successors, and assigns are prohibited from erecting **without prior A.E.R.C. approval**, occupying, or placing on any Unit any permanent or semi-permanent structure or certain vehicles, which include, without limitation, the following:

1. Travel trailers longer than forty (40) feet, or wider than is permitted under Orange County Zoning Regulations, or Applicable Florida Statutes; **The condition of any modular/trailer/RV entering the Park must be subject to A.E.R.C. approval .**
2. Mobile Homes;
3. Converted buses, tent type folding trailers, pickup campers, and folding tents (without the prior consent of the Manager); or *Further defined as:*
 - A. *Any bus not self contained, and/or constructed or painted in less than a professional manner.*
 - B. *Pop ups or any camper not fully self contained etc.*
 - C. **Gazebos may be constructed on site providing that they have an engineering drawing and meet all codes and park criteria. Engineering**

specifications sheet and drawings showing location, must be submitted for permit and approval. Note: All buildings must be tied down. Interpretation of what constitutes a "Gazebo" shall be the sole discretion of the A.E.R.B. Materials used for on site construction, or store bought Gazebos must have advance written approval by the A.E.R.B. No tarps of any color for roofing, windows, shades, awnings, driveways, or any ground cover.

4. Any structures not intended to be temporary or movable. It is the declared intent of the Association to exclude mobile homes from being placed on any Unit, and to create and maintain an area designated for maximum beauty and benefit of campers. Provided further, that tables, benches, fireplaces and grills may be erected but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Unit owners or visitors to the area except when the unit is actually in use; provided further, however, that the foregoing, shall not apply to any permissible vehicle or trailer which may be allowed to remain on the Unit even though not in use. There is prohibited the construction and maintenance of fences, hedges over 36" tall used to define the perimeter of a Unit and radio and TV antennas, including satellite dish type, on the Units, without approval by the Architectural and Environmental Review Board. Only one permissible camping vehicle may be located or maintained on each Unit. All Storage structures and improvements to Condominium Units, including skirting around vehicles, must be approved in advance by the Architectural and Environmental Review Board of the Condominium Association. Unit Owners wishing to erect storage structures, or construct improvements to their Units must apply in writing to the Board, which shall respond within fifteen (15) days of the application. The response shall either be a denial with stated reasons, or an approval with a permit issued by the Board. If approved, the applicant shall be entitled to Proceed with the applied for storage structures or improvements. *Further defined as:*
 - A. *Satellite dishes up to 20" in diameter are allowed without AERB approval.*
 - B. *One additional camping vehicle will be allowed on a Unit for ten (10) days for loading and unloading only. A ten (10) day permit must be obtained from the Gate and displayed prominently on the second camping vehicle during the ten (10) day period.*
 - C. *Storage sheds must be color coordinated to the RV.*
 - D. *Skirting may also be lattice or solid. If it is solid skirting, there must be adequately sized and spaced holes for ventilation. Skirting must be installed to look neat and not have any gaps between the panels greater than 3.5".*

- E. *For further details see the approved AERB criteria concerning fences, storage structures and improvements to Units.*
5. No animals or fowl shall be kept or maintained on the Units or within the Camp Resort except customary household pets, acceptable to the Association. Pets must be under the control of their owners at all times, must be kept in the vehicle after dark, and must never be left unattended outside the recreational vehicle Unit. All animals must be kept on a leash not more than six (6) feet long. Pet owners are responsible for cleaning up all their pet droppings anywhere in the Camp Resort including the pet owner's campsite. The Association shall have the right to require removal of animals that are unruly, loud, or misbehave from the Camp Resort, and Shall have the right to impound unleashed animals and add any Boarding charges to the pet owner's maintenance assessment. Pets are not permitted in any building or the swimming pool areas, with the exception of seeing eye dogs. All animals must have current proof of Rabies inoculation, where applicable. There are to be no pet houses or pens.
- A. *Some common house pets are dogs, cats, small rodents, house birds, etc.*
 - B. *The animals must always be under the control of someone who is either outside with the animal or inside the Unit.*
 - C. *The animals must not be making any noise that is disturbing to the neighbors.*
 - D. *All animals must be kept on a leash not more than six (6) feet long when off owners property*
6. No outside toilet shall be installed or allowed on any Unit. Developer has or will install usable and adequate sanitary facilities as provided by the laws of the State of Florida, and each user of each facility agrees to protect the same to prevent loss or damage to occur thereto. In addition, all Condominium campsite Units will have either hookups to a central sanitary sewer system or to a septic tank.
7. No Nuisance (including, but not limited to, excessive outside lighting) Shall be allowed within the Camp Resort nor any use or practice which is the source of annoyance to Unit Owners, guests, lessees or other users of the Camp Resort, or which interferes with the peaceful possession or proper use of the property. All parts of the Camp Resort, including each Unit and trailers or tents thereon, shall be kept in a clean (and sanitary condition and no personal items, no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. If a request from the Architectural and Environmental Review Board to remove same is ignored by Unit Owner or Owner's tenant, the Association shall have the right to remove same and assess the Owner or Owner's tenant for the cost thereof. All

debris and garbage must be placed in containers or bags approved by the Association. Architectural and Environmental Review Board or the designated representative shall be the deciding factor of what a nuisance is. *Nuisances further defined:*

- A. *No solicitation of any kind is allowed. Solicitation includes but is not limited to door to door selling, approaching residents on the Commons, asking for handouts, asking for loans, handing out or placing notices or flyers on Units or vehicles.*
- B. *Repeated occurrences of domestic disturbances or law enforcement intervention of a Unit which has become disturbing to the neighbors.*
- C. *Excessive vehicle or pedestrian traffic at all hours of the day or night which is disturbing the neighbors.*
- D. *Excessive lighting to be defined as that which is disturbing adjacent neighbors.*
- E. *Windows broken or in need of repair, doors broken or in need of repair, siding needing repair, roofs in need of repair, etc.*
- F. ***Approved trash containers should be no larger than thirty five (35) gallons weighing no more than forty (40) pounds when filled and must have an approved lid.***
- G. *Loud music or voices that are disturbing the neighbors.*
- H. *No alterations are to be made to a Unit or any degradation to a Unit be allowed to happen as to cause a change in the natural drainage that will adversely affect another Unit.*
- I. *RVs and other structures should be cleaned as necessary to remove any buildup of mold and dirt.*
- J. *Roofs and gutters should also be periodically cleaned off to prevent the buildup of leaves and branches from damaging the gutters or being blown off and hurting someone or damaging other Units (this is not a violation). **Vegetation growing on roof or in the gutters is a violation.***
- K. *All grass should be maintained at four (4) inches but not to exceed twelve (12) inches.*
- L. *No water leaks either outside or inside, sewer leaks or sewer odors, water from washers emptying on the ground, animal and/or pet feces on the ground, mold on Unit.*

- M. *No appliances (central air conditioners are permitted), etc., stored outside the Unit.*
 - N. *No construction tools or materials unless an authorized project is in process, stored outside the Unit. **If materials are stored under an RV, the RV must be skirted within ninety (90) days.***
 - O. *Ladders may be hung (stored) on outside of sheds or under Units.*
 - P. *No tires, batteries, bricks, broken furniture, broken toys, etc., food waste, etc., be allowed to accumulate outside the Unit.*
 - Q. *No combustible materials like household solvents, paint, oil, gasoline, etc., be allowed to accumulate outside the Unit.*
8. No commercial activity of any kind whatsoever shall be conducted on or from any Units in the Condominiums. Moreover, the foregoing shall not prevent Developer from designating certain areas in the Camp Resort for commercial use, including use of a rental office operated by the Developer pursuant to Section II of the Declaration. Definition of what constitutes commercial activity shall be the responsibility of the Manager.
- A. *The determination of commercial activity shall be the responsibility of the Association Manager.*
 - B. *Any commercial activity that causes any of the following conditions are prohibited. These are only a sample of the conditions and others may apply.*
 - i. *high pedestrian or vehicle traffic in and out of the Unit.*
 - ii. *crowds to gather at the Unit.*
 - iii. *the placement of signs, advertisements or products displays on the Unit.*
 - iv. *any loud noise that may be objectionable to neighbors.*
 - v. The Association shall levy and collect a reasonable assessment payable in advance on March 15, June 15, September 15 and December 15, for the succeeding calendar quarter, from Unit owners sufficient to cover each Unit Owner's proportionate share of the actual cost of operating and maintaining common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance, and carrying out of the duties of the Association except here said services are metered or billed separately to individual Unit Owners. The Association shall also pay

all real property taxes on the Common Elements, and on The Commons. The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance. The Assessments or expenses shall be levied in accordance with Sections 7 of the Declarations and these By-Laws. **Assessments are billed on a monthly basis, due and payable on the first of the month.**

9. The Unit Owners shall not permit or suffer anything to be done or kept on his/their Units which will increase the cost of insurance within the Camp Resort or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, or otherwise; nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Camp Resort. *For example but not limited to:*
- A. *Loud motor vehicles etc.*
 - B. *Loud automobile radios.*
 - C. *Loud vulgar language.*
 - D. *Public sexual misconduct.*
 - E. *Public intoxication, selling or distribution of illegal substances (drugs), engaging in or facilitating prostitution.*
 - i. Any (Recreation) vehicles supported by cement blocks or anything in addition to wheels other than screw jacks must be skirted within six (6) months from the day the vehicle is in place. All skirting must be approved by the Architectural and Environmental Review Board. (there can only be **no more than two, four inch (4") solid cement blocks** or lumber under **each** screw jacks)
 - ii. No major vehicle repair or other unsightly or dangerous Projects are permitted on any Unit. Minor maintenance items may be performed on a Unit. *Further defined as:*
 - a. *Engine overhaul or replacement, transmission overhaul or replacement, complete painting*
 - b. *Any repair that will cause antifreeze, gasoline, or brake fluid to spill on the ground*
 - c. *Any repair that will be unsightly for more than eight (8) consecutive hours*

- d. *No vehicle may be left unattended on manual or hydraulic jacks*
- e. *No Unit may be used as a commercial repair facility*

10. No signs of any kind including signs which are inside the recreational vehicle where they may be seen outside the vehicle shall be displayed on any Unit without Association consent. The Association shall promulgate guidelines as to acceptable signs, and signs conforming to those guidelines shall be deemed to have received Association consent. Unit Owners are prohibited from Placing "For Sale" or "For Rent" signs anywhere on their Unit. *Further defined as:*

- A. *Keep out, No Trespassing, etc.*
- B. *See approved **AERB** sign policy*
- C. ***This includes vehicles parked on the Unit***
- D. ***"Beware of Dog" and "Oxygen in Use" signs are acceptable***

No person shall use the Common Elements or any part thereof or a Condominium Unit or The Commons or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time as may be promulgated by the Association. *Further defined as:*

- i. *No skate boards allowed*
- ii. *Insurance and permit required for golf carts etc. (see AERB policy concerning non State licensed motor vehicles)*
- iii. *All commons except the pool (see Association rules and regulations concerning the use of the pool) are closed at 10:00 PM*
- iv. All Condominium Unit owners and their guests are required to "check in" at the check-in-station when they first arrive at the park at the beginning of each stay and "check out" when departing for any length of time at the security station. No unregistered guest shall be admitted from 10:00 p.m. until 6:00 a.m., unless previously arranged by Unit owner or tenant with the security gate attendant. (check in means registered at the gate or office)
- v. The speed limit on all roads within the Camp Resort shall not exceed 10 mph or the speed limit as posted. Reckless or careless driving will not be permitted. No unlicensed driver shall drive a motor vehicle within the Camp Resort. Any unlicensed or any vehicle other than an

automobile shall not be operated in the Camp Resort prior to obtaining a permit from the Architectural and Environmental Review Board. *For example but not limited to:*

- a. *Golf cart, ATV, motorized scooters, dirt bikes, etc., (see AERB policy concerning non State licensed motor vehicles)*
- E. No Unit Owner or guest shall display, post or attach any signs or placards, or displays, to any building, structure, or trees within the Camp Resort without Association consent. *See approved **AERB** sign policy*
- F. Recreation vehicles may be parked only in areas approved for such use. *Recreation Vehicles includes Motor Homes, Travel Trailers, Park Models, 5thWheels. They do not include boats or four wheelers, etc. **Refer to Gate Keepers Policy.***
- G. Radios, televisions, stereos, etc., are to be kept at a volume which will not disturb others. *Volume not to exceed 70db or loud enough to interfere with the neighbors quality of life.*
- H. Fires are allowed only in approved fireplaces or barbecues or other authorized areas. Fire building may be prohibited at any time when it may present a fire hazard. *The fires flames may not exceed one (1) foot in height over the approved fireplace or barbecue. **All open fires should be covered with a fire screen and attended at all times.***
- I. No weapons of any kind shall be allowed within the Camp Resort. *All Firearms, including paintball guns, air rifles and BB guns, are not allowed outside the RV.*
- J. Cutting, defacing or destruction of live wood or plants is not permitted unless approved by the Architectural and Environmental Review Board. *No cutting of live wood or plants for firewood is allowed.*
- K. All Children under twelve (12) years old are required to be in their campsites one-half (1/2) hour after closing of the Ranger Station (*Trading Post*) except during authorized and supervised activities. *All activities conducted after **10PM** must be supervised by responsible adults and authorized by the Association.*
- L. No lifeguards are on duty at the swimming pool. All children under eight (8) years old and non-swimmers of any age are required to be accompanied by a swimming adult. Bathers must wear regular swimming suits or trunks only.

No swimming is permitted in street clothes or "cut-offs". Bathing caps are required for all long hair. *Further defined as: No cutoffs or street clothes that are not securely hemmed (no frayed edges or strings). No frayed shorts or pants allowed. Pool monitors will enforce the Association Pool Rules and Regulations. **Pool Rules and Regulations have been amended to require children twelve (12) and under be accompanied by an adult 18 years and older.***

- M. No outside appliances are permitted (including, but not limited to freezers, refrigerators, or other appliances and the like). *Central Air Conditioners are permitted.* (w) Only the one permitted recreational vehicle can be stored on a Unit. Only two (2) licensed automobiles used for primary transportation may be parked on the Unit at any given *time*. Boats and utility trailers may not be stored on any Unit. *This includes small vans and pickups. Vehicles that are too large to fit on the Unit and extend into the street or a neighboring Unit are not allowed. They must have current tags. A four (4) day temporary permit may be obtained from the gate to have a boat or utility trailer on the Unit for loading or unloading. This permit must be prominently displayed on the boat or trailer during the four(4) day period. **Allowed one time per month; then renewal/extension requests can be submitted to the Association Manager for review.*** (Temporary (over two vehicles not overnight) guest may park vehicles on unit; Vehicle(s) must not encroach on other unit owners' property or the roadway) Please respect your neighbors; this temporary permission is granted only if there are no reasonable complaints. **NOTE: inoperable vehicles must be repaired or removed from unit (i.e. golf carts, ATV's, dirt bikes, etc.)**
- N. The use of alcoholic beverages must be confined to Condominium Units. *Alcoholic beverages may be allowed off the Units only at events authorized by the Association and at the places authorized by the Association (Rec Hall, Common recreation areas)*
- O. There shall be no wooden platforms allowed on Condominium Units unless approved by the Architectural and Environmental Review Board. *See the AERB criteria concerning wooden platforms.*

- P. No electric space heaters or electric water heaters are permitted, except on individually metered sites. (aa) Only umbrella type or temporary R.V. bumper-mount clotheslines approved by the Architectural and Environmental Review Board are permitted. *See the AERB criteria concerning clotheslines.* (bb) This entire Section 3 entitled "Rules and Regulations" and the rules and regulations set forth hereunder shall be considered as covenants running with the land, and shall bind all Unit Owners, their heirs, executors, administrators, successors and assigns, including guests and renters, and any other person directly or indirectly related to said Unit Owner. If any person violates or attempts to violate any of the covenants or restrictions herein contained, any Unit Owner, the Association, or Developer may bring any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction to prevent such Unit Owner from so doing or to recover damages for such violation, or both, and to also recover costs of the suit and reasonable attorneys' fees. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions hereof which shall remain in full force and effect.
- Q. Other reasonable rules and regulations governing use and occupancy and which are not in contravention of any of the foregoing provisions may be made and amended from time to time by the Association.
- R. Neither the Unit Owners nor the Association nor their use of The Commons or Condominium property shall interfere with the completion of contemplated improvements or sale of said Units by Developer. The Developer may make such use of the unsold Units, the Common Elements and the Commons as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display of "for sale" signs and showing of the Units for sale to prospective purchasers, and renting of Units to the camping public. Each Unit Owner, by acceptance of the Warranty Deed to a Unit, acknowledges that it is aware that the Developer owns additional property contiguous to this Condominium which may be developed as one or more additional condominiums up to 1,500 units. Developer may acquire additional property for development into condominiums adjacent thereto. Any

additional condominiums will share recreational and other common facilities with these Condominiums under the Common Lease on per Unit basis.

- S. The operation of the Camp Resort is subject to the provisions of a certain Franchise Agreement dated April 15, 1970 and amended June 15, 1982, under which the Developer has agreed to certain restrictions with Leisure Systems, Inc., a Wisconsin Corporation, through which the Camp Resort obtains the right to use names and logos of "Yogi Bear" and related items. The Camp Resort shall be operated and maintained strictly in compliance with the standards of said Franchise Agreement so long as said Agreement remains in effect.

Any interpretation of the above rules shall be the responsibility of the Architectural and Environmental Review Board and the designated Committee member.

Approved by the Board of Directors November 10, 2005 Revised and approved by the Board of Directors December 17, Document #051011-11 approved by the Board of Directors May 10, 2011 Revised Document #051011-11 approved by the Board of Directors September 13, 2011