



WELCOME TO LAKE OSPREY RV RESORT

RULES AND REGULATIONS

Our resort community (hereinafter referred to as “The Resort”) is intended to be a friendly and enjoyable place to reside. In order to maintain a warm, friendly and pleasant environment, it is essential that our Residents respect each other, refrain from acts that might trouble others, and work together to continue to make The Resort a pleasant place to call home. These Rules and Regulations (hereinafter referred to as “Rules”) have been developed with great care and adopted to promote the general welfare, convenience and enjoyment of our Residents, preserve and upgrade the quality of The Resort, and to make a fair distribution of services and facilities. We ask that you treat your neighbors as you yourself would like to be treated.

The following Rules are incorporated by this reference as part of your Lease or terms of occupancy. As used in these Rules, and unless otherwise specified, the term “Residents” shall include approved residents and the persons authorized to reside at each rental lot; the term “Lot” refers to each owned or leased lot within The Resort; the term “Home” refers to improved and unimproved lots; and the term “RV” refers to trailers, 5th wheels, motor homes and other types of recreational vehicles that do not fit the definition of a “Home.” Your “Lease,” the “Statement of Policy,” the “Lot Improvement Specifications,” the signs posted within The Resort, these “Rules,” any other required or duly adopted documents governing The Resort or any portion thereof, and any addendums to the foregoing are collectively referred to as “The Resort Documents.”

- Rental and Resort information are available at the Management Office.
- You may call the Management Office during work hours. if you wish to set up a private appointment with Management. Hours are posted.
- Dial 911 for Fire, Police or Medical Emergency.

TABLE OF CONTENTS

| | | |
|------|--|----|
| 1.0 | SEASON..... | 4 |
| 2.0 | RESIDENCY REQUIREMENTS..... | 4 |
| 3.0 | CONDUCT / REQUESTS / COMPLAINTS..... | 4 |
| 4.0 | LOT RENT..... | 5 |
| 5.0 | CHECK IN..... | 6 |
| 6.0 | CHECK OUT..... | 6 |
| 7.0 | QUIET HOURS..... | 6 |
| 8.0 | LOADING AND UNLOADING RV'S PRIOR TO STORAGE..... | 7 |
| 9.0 | RECREATIONAL VEHICLE RESTRICTIONS..... | 7 |
| 10.0 | SECURITY..... | 7 |
| 11.0 | BUILDINGS / FACILITIES / ROOM RENTAL..... | 7 |
| 12.0 | FITNESS CENTER..... | 8 |
| 13.0 | LAUNDRY ROOM..... | 8 |
| 14.0 | SWIMMING POOL / WHIRLPOOL SPA..... | 9 |
| 15.0 | MAIL / PACKAGES / MESSAGES..... | 10 |
| 16.0 | GARBAGE / REFUSE / LITTER / CHEMICALS / HAZARDOUS MATERIALS..... | 11 |
| 17.0 | PROPANE..... | 12 |
| 18.0 | LOST AND FOUND..... | 12 |
| 19.0 | PHOTOCOPIES..... | 12 |
| 20.0 | EMAIL..... | 12 |

| | | |
|------|---|----|
| 21.0 | STORAGE..... | 12 |
| 22.0 | BICYCLES / GOLF CARTS / SKATEBOARDING / ETC..... | 12 |
| 23.0 | VEHICLES AND PARKING..... | 13 |
| 24.0 | GUEST POLICY..... | 15 |
| 25.0 | PETS / ANIMALS..... | 15 |
| 26.0 | ASSISTIVE ANIMAL POLICY..... | 17 |
| 27.0 | UTILITIES / CABLES..... | 17 |
| 28.0 | LOT – MAINTENANCE / LANDSCAPING / APPEARANCE..... | 18 |
| 29.0 | COACH HOUSES..... | 22 |
| 30.0 | SELLING YOUR LOT..... | 22 |
| 31.0 | CONDUCTING BUSINESS IN THE RESORT..... | 23 |
| 32.0 | OTHER..... | 23 |
| 33.0 | FAIR MEANING..... | 24 |
| 34.0 | MANAGEMENT LIMITATIONS..... | 24 |
| | REFERENCE TO ROBERTS RESORT’S ‘LOT IMPROVEMENT SPECIFICATIONS’ AND THE ‘PRESALE / LOT IMPROVEMENT’ FORM..... | 25 |
| | SECTION HEADINGS..... | 25 |
| | VIOLATIONS OF RULES AND REGULATIONS..... | 25 |

1.0 SEASON

- 1.1 Our peak season is October 1 through April 30, during which time there will be planned activities. Management reserves the right to control access to and for the use of all Resort facilities and property. The use of The Resort facilities may be restricted or revoked for improper conduct by Management.

2.0 RESIDENCY REQUIREMENTS

- 2.1 You must comply with the following to become an Annual Resident:
 - 2.1.1 Complete an Application for Residency
 - 2.1.2 Be approved by The Resort's screening process
 - 2.1.3 The foregoing process may be modified for short term Residents.

3.0 CONDUCT / REQUESTS / COMPLAINTS

- 3.1 **Interference / Harassment:** The following examples are types of conduct prohibited:
 - 3.1.1 Language or conduct that threatens, harasses, intimidates, annoys, or interferes with the peaceful enjoyment of The Resort by others
 - 3.1.2 Disturbances of peace and quiet, the filing or reporting of unjustified, annoying or frivolous complaints
 - 3.1.3 The willful or careless destruction of, or the injury to property in The Resort
 - 3.1.4 Unreasonable quantities of police or law enforcement visits to a home or lot
 - 3.1.5 Interfering with The Resort's contractual relationships, business relationships, or Management's ability to effectively manage The Resort
 - 3.1.6 Actions which may be dangerous or may create a health or safety risk
 - 3.1.7 Nuisances, waste, or any unlawful conduct
 - 3.1.8 Public intoxication and/or unlawful drug use - Resident shall inform management, in writing, within ten (10) days if Resident or any other occupant is convicted of a felony or any crime involving physical threats, injury, or harassment.
 - 3.1.9 Wearing, using, or displaying weapons of any nature in The Resort
 - 3.1.10 Climbing on or over any fencing, buildings, or improvements
 - 3.1.11 Radios, televisions, musical instruments, and other devices which disturb other Residents, and music and other sounds shall be kept at a low volume level so as not to disturb other Residents.
 - 3.1.12 No trespassing across other lots
- 3.2 **Fireworks / Firearms / Weapons:** Fireworks are prohibited within The Resort. Firearms and weapons of any type are not permitted outside of a Resident's home and shall not be publicly used, worn or displayed in The Resort, or visible through windows. The discharge or display of any firearm or weapon, including, but not limited to, BB guns, knives, bows and arrows, etc. within The Resort, displaying such items, or pointing such weapons in the direction of others may be treated as a material and irreparable breach. A single violation of this prohibition shall be cause for immediate termination of tenancy.

- 3.3 **Drug or Criminal Activities:** Residents shall not engage in, facilitate, or allow any criminal activity in The Resort, including illegal drug-related activity. Drug-related activity includes, but is not limited to, the illegal manufacture, sale, distribution, use, storage, or possession of a controlled substance.
- 3.4 **Alcoholic Beverages:** Alcoholic beverages are permitted in The Resort, if used responsibly. Management reserves the right to prohibit or restrict alcoholic beverages outside of homes and in the common areas.
- 3.5 **Dress Code:** Shoes, shirts, and appropriate attire are to be worn in all The Resort areas. **See also Policy(s) 11.3, 12.2, 14.7, 14.11**
- 3.6 **Trespassing:** Trespassing on or through other lots, whether on foot, golf carts, or other modes of transportation is prohibited. Trespassing in common areas after designated hours of operation is prohibited. Pedestrians must use the streets or sidewalks.
- 3.7 **Resident Concerns:** Except in the event of an emergency, issues of concern, problems, suggestions or complaints submitted to The Resort must be in writing and must be signed by the Resident submitting the issue in order to effectively serve all Residents. Anonymous complaints, or those complaints made by or on behalf of third parties, may not be considered. The Resort depends on its Residents to be responsible and to assist in resolving problem issues. If there is a complaint about another Resident, or their guests, visitors, or invitees, and if court or other legal action is required, the complaining party must agree to participate in prosecuting the complaint and to give testimony, if requested by Management. The filing of a frivolous or unjustified complaint, or the refusal to participate in the prosecution of the complaint or to testify, may be considered a material violation of the terms of tenancy.
- 3.8 **Resident Disputes:** Recognizing that Residents may occasionally have disputes among themselves, if in the event of a conflict or dispute among Residents, it shall be the responsibility of the subject Residents to resolve such disputes, unless Management is expressly required by law to intervene.

4.0 LOT RENT

4.1 RV LOTS

- 4.1.1 Lot rent is based on two adult individuals. Only those authorized Residents, Guests, and Visitors shall occupy the Lot. Visitors and all others must register at the office and pay a guest fee. **See also Policy 24.0.**
- 4.1.2 Daily, weekly, and monthly RV Residents are considered short term Residents and may be asked to move to a different Lot at the end of their current reservation should another Resident desire to rent that Lot on an annual basis. You will, however, have the first option to go annual on that Lot.
- 4.1.3 Lot rent is non-refundable, and Leases are not transferable, except in approved cases where a transfer fee has been paid.
- 4.1.4 Resident is responsible for all fees pertaining to the occupancy of the lot / unit.

4.1.5 **REFUNDS.** If the Resident departs early, the lot reverts to The Resort, with no refunds. Rent on lot shall not be transferred or assumed. No refunds of The Resort fees will be given.

5.0 CHECK IN

- 5.1 RV Check in time is one (1) o'clock p.m. All Guests and Residents are required to check in at The Resort Office. Early check-in, when available, must be pre-arranged. **After Hours** – If you plan to arrive after business hours, we request you notify The Resort Office as early as possible on check-in day for last minute directions, and you will be required to check-in with The Resort Office on the following business day by eleven (11) o'clock a.m.
- 5.2 All Residents are required to check in with The Resort Office upon your initial return to The Resort. Additionally, after an extended absence of two weeks or more from The Resort, please notify The Resort Office of your return.
- 5.3 RV's will be escorted to the assigned Lot by staff. Once the RV is sited by Staff, do not change your position on the lot! Utility hookups are sometimes not visible when parking and damage may occur if RV position is changed.
- 5.4 DO NOT make any adjustment to water risers as they can be broken with applied force. Contact The Resort Office if you need assistance.
- 5.5 Damage by Residents may result in a repair charged to the individual.

6.0 CHECK OUT

- 6.1 RV Check out time is twelve (12) p.m. on your departure date.

7.0 QUIET HOURS

- 7.1 Except for work or activities authorized by Management, quiet hours are from ten (10) o'clock p.m. until six (6) o'clock a.m., during which time Residents must ensure that potentially disruptive sounds including, but not limited to, voices, television, radios, musical instruments, noisy vehicles, power tools, etc., shall not travel beyond the Resident's individual lot.
- 7.2 If the local municipality has adopted a curfew, then the curfew for minors in The Resort shall be the same as that designated by the Municipality.
- 7.3 Loud music, parties, gatherings, profane or obscene language, verbal harassment, arguing, public intoxication, excessive vehicles or guests / visitors during quiet hours, disturbing noises, and all other forms of disruptive conduct are prohibited. No nuisance creating exterior speakers, horns, whistles, bells, or other sound devices are allowed, except security devices installed at homes and used exclusively for security purpose and installed by a licensed contractor in compliance with applicable ordinances, regulations and these Rules.

8.0 LOADING AND UNLOADING RV'S PRIOR TO STORAGE

- 8.1 Loading and unloading of your RV is restricted to two (2) days, or forty-eight (48) hours, only on your original arrival to The Resort and upon your departure for the season. All other times, the RV must be loaded as quickly as possible and will be allowed no longer than twelve (12) hours for this purpose. After these time limits, the RV must be removed from the street and this will be enforced.
- **A temporary pass is required from The Resort Office for time over twelve (12) hours.**
 - **At all times, someone must be present with keys available to move the RV from the street in the event of an emergency.**

9.0 RECREATIONAL VEHICLE RESTRICTIONS

- 9.1 RV's: Class A's must be fifteen (15) years old or newer. Class C's and 5th Wheels must be ten (10) years old or newer and twenty-eight (28) feet in length, unless approved by Management. Van conversions, pop-up campers, cab-over campers, hi/lo type trailers, and tents are prohibited.
- 9.2 Unsightly, ill-fitting added structures (i.e., awnings, sunshades and add-a-room structures, etc.) will not be allowed.

10.0 SECURITY

- 10.1 **If an emergency develops, or if you suspect emergency situations, immediately call the appropriate emergency number first, then contact management if needed. *Dial 911 for Police, Fire, or Medical Emergencies.**
- 10.2 You are responsible for securing your own personal property and to provide necessary protection against accident, injury, loss, and the protection of yourself and guests.
- 10.3 Please notify The Resort Office if you intend to be away for any extended length of time.

11.0 BUILDINGS / FACILITIES / ROOM RENTAL

- 11.1 Smoking / Vaping is prohibited in all buildings of The Resort.
- 11.2 No excessive consumption of alcohol in the common areas of The Resort.
- 11.3 Appropriate attire is required to include, but not limited to, shoes and shirts. Swimsuits without cover-ups or shirts are not permitted in all buildings of The Resort.
- 11.4 Facility hours are as posted in The Resort.
- 11.5 Private parties and gatherings are permitted, with Management's approval. Please check with The Resort Office if you would like to reserve a room or the patio area for a special occasion.
- 11.6 A deposit and / or cleaning fee may be required.
- 11.7 All facilities must be returned to a clean and organized condition.
- 11.8 Use all facilities in The Resort at your own risk.
- 11.9 Tables and chairs are available, but please do not remove them from the recreation center, pool area, banquet hall, or any other area.

2020 Rev Rules & Regulations Lake Osprey RV Resort

- 11.10 Recreational activities are not allowed on the streets in The Resort without prior written approval from Management.

12.0 FITNESS CENTER

- 12.1 Use equipment at your own risk. Please wipe down equipment after use.
- 12.2 No wet bathing suits allowed in Fitness Center.
- 12.3 Obey all posted signage.
- 12.4 Must be sixteen (16) years or older to use the equipment. Only Guests eighteen (18) or older are allowed in the fitness with a Supervisor twenty-one (21) years of age or older.
- 12.5 All guests are required to wear the proper exercise attire such as tennis shoes and proper fitness clothing. No flip-flops or bare feet allowed while on the treadmill or elliptical machine.

13.0 LAUNDRY ROOM

- 13.1 Smoking / Vaping is prohibited
- 13.2 The Resort Laundry Room facility is open twenty-four (24) hours a day and is for use by Residents and their registered Guests only.
- 13.3 There are sign-up sheets in the Laundry Room for Resident's and Guest's use of washers and dryers. Please schedule your date and time for doing laundry.
- 13.4 Management reserves the right to establish and modify the Laundry facility hours of operation.
- 13.5 All posted Laundry Room signs must be followed.
- 13.6 The machines must be cleaned inside and outside after use. Empty the lint trays after each use from the dryers and soap residue from washers.
- 13.7 Dyes must not be used in the washing machines, tubs, or dryers.
- 13.8 Rubberized articles are not allowed in the washing machines, tubs, or dryers.
- 13.9 Do not overload or abuse the equipment.
- 13.10 No pet bedding allowed in washers or dryers.
- 13.11 Only HE Soap can be used in washers.
- 13.12 Management is not responsible for lost or damaged articles or theft.
- 13.13 Please contact The Resort Office if a washing machine or dryer is not working.
- 13.14 When leaving the Laundry Room, please check to confirm that the room is left clean, neat, and is in orderly condition for the other Resident's use.

14.0 SWIMMING POOL / WHIRLPOOL SPA

- 14.1 Both the Swimming Pool and Whirlpool Spa are for use by Residents, authorized occupants, and their **Registered** Guests and Visitors. The Resort reserves the right to limit the number of Guests or Visitors using the pool facilities.
- 14.2 **IMPORTANT WARNING:** No lifeguard is on duty. Persons should not swim alone. Persons using the pool and spa facility do so at their own risk.
- 14.3 Violating the pool and spa rules may result in the suspension of pool and spa privileges.
- 14.4 All posted signs must be observed.
- 14.5 Children under three (3) are not allowed in any pool. For health reasons, children who are not toilet-trained are not allowed in any pool. Diapers and swim diapers are not allowed.
- 14.6 Anyone under age eighteen (18) must be accompanied by an adult all times. Your children are your responsibility.
- 14.7 **SPA.** The spa is very warm and may exceed one hundred and two (102) degrees. It is recommended that all persons intending to use the spa first consult with their physician. Persons should not use the spa alone, should limit their use to a short period of time, and should exit the spa immediately if they should feel uncomfortable, overheated, dizzy, or upon feeling any other abnormal condition. **Unregistered Guests or Visitors under the age of eighteen (18) may NOT use the Spa. THE SPA IS FOR ADULTS ONLY. SEEK YOUR DOCTOR'S ADVICE BEFORE USING THE SPA. THERE IS A FIFTEEN (15) MINUTE TIME LIMIT.**
- 14.8 Only water-proof suntan lotions or sunscreens shall be used in the swimming pool or spa. Oils are not allowed.
- 14.9 A cleansing shower prior to entering the pool or spa is required.
- 14.10 Pool and Spa Hours are posted. The facilities may be closed additional hours for maintenance. Typically, the Swimming Pool and Spa are open from ten (10) o'clock a.m. until ten (10) o'clock p.m. Please acquaint yourself with our heated (seasonal) pool and the rules posted in the pool area.
- 14.11 Shoes must be worn to the Pool or Spa area. Appropriate, commercially manufactured swimming attire is required. Shorts and cut-off pants are not permitted in the Pool or Spa. Thongs and over-revealing swimwear are not appropriate and are prohibited. Cover-ups are to be worn to and from the Pool and Spa area.
- 14.12 Inner tubes, rafts, mattresses, and other floating or recreational items must be removed from the pool area when not in use, if causing a nuisance, or if there is a large crowd using the pool area.
- 14.13 The following types of items and conduct are **prohibited** in the Pool or Spa Complex:
- Glass containers are not allowed anywhere in the Pool or Spa Complex, including walkways around the Pool or Spa. Be sure to place trash in an appropriate receptacle before leaving the area.
 - Non-waterproof suntan and other lotions and oils. Oil substances damage the filter system and can cause the pool to be closed for maintenance or repairs.

- Running, diving, jumping, loud noises, radios and tape players (without headsets), musical instruments, boisterous, disruptive or dangerous conduct.
- Smoking / Vaping
- Pets and Animals
- Persons under the influence of alcohol or drugs
- Radios and tape players (without headsets) or musical instruments (without written permission from Management)
- Obscene language, obnoxious or any other problematic behavior
- Skateboards, bicycles, roller skates, and roller blades are not allowed in the pool area.

14.14 **POOL:** The following Pool Rules are posted in the Complex:

- No glass in or around the pool area.
- Shower before entering the pool.
- No animals in pool or on pool deck.
- Bathers with diarrhea, skin diseases, open lesions, etc. shall be excluded from the pool.
- *Anyone under age eighteen (18) must be accompanied by an adult all times.
- No swimming alone.
- No food or drink while in the pool.
- No person under the influence of alcohol or drugs allowed in the pool.
- Maximum bathing load eighteen (18) persons.
- Absolutely NO diving, jumping, running, or horseplay.
- First Aid Kit located in Club House.
- Life saving equipment located at the pool fence.
- Emergency Assistance dial 911. Phone Inside Laundry/Bath House.
- The pool operator of record at this facility is Reflections.

15.0 MAIL / PACKAGES / MESSAGES

- 15.1 Mail will be deposited in your lock boxes and your box number will correspond with your Lot Number.
- 15.2 A mail key may be purchased at The Resort Office. There will be no refunds on mailbox keys. The key must be returned at the end of your stay.
- 15.3 There is a fee for replacement keys.
- 15.4 You must provide a forwarding address and labels to The Resort Office when leaving for an extended time, or for the season.
- 15.5 Labels must be on a 4 ¼ x 12-inch Label Sheet – Don't use clear Labels.
- Labels no smaller than 1 x 2 5/8-inch must be used. **No Exceptions**
 - Do not submit any other labels.
 - Label format should include Your Name (on first line), Your Street or PO Box Number (on second line), Your City, State, and Zip Code (on third line).
- 15.6 Only one mail forwarding address per season is allowed. 2020 Rev Rules & Regs Lake Osprey RV Resort

- 15.7 A bulletin board for messages is at the Reservation Desk.
- 15.8 The Resort will not be responsible for holding any mail.
- 15.9 Packages delivered by any service will be accepted at The Resort Office; however, The Resort Office will not be responsible for the content or damage to the parcel. Please make other arrangements if you are not in The Resort area.

16.0 GARBAGE/ REFUSE/ LITTER/ CHEMICALS/ HAZARDOUS MATERIALS

- 16.1 Residents are responsible for disposing their rubbish, garbage, and all other waste in a clean and safe manner.
- 16.2 All garbage and refuse must be placed in **secured plastic bags** and deposited curbside at your site daily between seven (7) o'clock a.m. and ten (10) o'clock a.m., unless otherwise designated. Last pick-up is at ten (10) o'clock a.m. each day. Do not leave trash outside overnight.
- 16.3 Recycling bins may be provided for paper products and aluminum cans.
- 16.4 All boxes must be flattened.
- 16.5 Any refuse containers on site are for the sole use of The Resort.
- 16.6 **No** tenant refuse is to be placed inside or outside of The Resort's refuse container(s).
- 16.7 Other than a small quantity of normal household materials, the following shall not be stored in or transported through The Resort:
 - Flammable
 - Combustible
 - Noxious
 - Any other hazardous materials of any nature
- 16.8 The following substances are prohibited in The Resort's refuse containers and must be disposed of in a proper manner and in accordance with applicable environmental laws:
 - Oils, Fluids, Chemicals
 - Paint and Batteries
 - Any other toxic or environmentally hazardous items
 - Other household items such as furniture, mattresses, or appliances are also prohibited in The Resort's refuse containers.
- 16.9 You may contact The Resort Office for directions for disposal.
- 16.10 Sorting through refuse containers is prohibited for health and safety reasons. The removal of any items from refuse containers is strictly prohibited.
- 16.11 Contractors and others performing work within The Resort must remove all trash, debris, building materials, carpeting, paint, and other household renovation items, and shall not use The Resort's refuse containers. Each Resident shall provide a place for the daily collection and storage of trash and debris when installing or undertaking construction improvements, must remove such trash and debris on a regular schedule, but not less than weekly and to an outside landfill.
- 16.12 If a construction debris container is needed, prior written approval from Manager is required.

- 16.13 Residents shall not engage in any waste disposal practices that would place The Resort or Management in breach or violation of any applicable laws or The Resort's contract with its waste removal provider.
- 16.14 Regular curb-side pick-up of pruning is provided.
- 16.15 If you have recyclable or re-usable items, please contact The Resort Office for a list of charitable organizations.
- 16.16 Please dispose of cigarette butts in designated containers.

17.0 PROPANE

- 17.1 There is propane service available to the Residents of the Resort. Please notify The Resort Office if you need propane. You may need to call for delivery during the off-season (April through September). Payment envelopes will be left by the driver at The Resort Office and may be mailed in your absence.
 - **Homeowners must be present to have their tank(s) filled.**

18.0 LOST AND FOUND

- 18.1 If you have lost or found an item, please check with The Resort Office.

19.0 PHOTOCOPIES

- 19.1 The Resort Office will make photocopies for a small fee between eight-thirty (8:30) o'clock a.m. and noon on Mondays through Fridays.

20.0 EMAIL

- 20.1 High speed internet is located at The Resort Club House
- 20.2 The Resort does not guarantee the speed or quality of the Wi-Fi signal at any lot location.

21.0 STORAGE

- 21.1 Limited storage may be available. Please see The Resort Office for more information.

22.0 BICYCLES / GOLF CARTS / SKATEBOARDING / ETC.

- 22.1 Bicycle racks are provided in various areas throughout The Resort, and Bicyclists must use bike racks where available.
- 22.2 Bicycles can **only** be driven on the streets and must have a light on the front and rear for nighttime safety.

- 22.3 **Skateboards are prohibited** in the pool area of The Resort.
- 22.4 **Rollerblades are prohibited** on the sidewalks in The Resort.
- 22.5 Golf Carts are to be driven **only** on the street.
- 22.6 Golf Carts driven by children under the age of sixteen (16) years old must be accompanied by an adult.
- 22.7 Sidewalks are reserved for pedestrians, except for Golf Carts bearing a handicapped placard. **Staff Maintenance are allowed on the sidewalks anytime in route to their destination.**
- 22.8 Golf Carts may not be parked on sidewalk in all areas of The Resort.

23.0 VEHICLES AND PARKING

- 23.1 **Annual Residents:** Annual Residents will be issued a permit for their vehicle at The Resort Office. This permit is to be placed in the rear window of the vehicle and the permit must be visible.
- 23.2 All other Residents will be issued a vehicle pass at The Resort Office and the pass is to be hung from the vehicle's center mirror.
- 23.3 **Speed Limit / Noisy Vehicles: The Speed Limit in The Resort is Ten (10) MPH.** Cruising, reckless, or unsafe driving is **prohibited** in The Resort. Noisy vehicles are prohibited in The Resort. Residents are responsible for vehicle compliance by their Guests, Visitors, and Invitees. This applies to **all modes of transportation** such as Golf Carts, Bicycles, Motor Scooters, and Motorcycles.
- 23.4 **Maximum Number of Vehicles:** Unless Management of The Resort otherwise approves in writing, a maximum of two (2) vehicles are allowed per lot, providing that no portion of any vehicle extends into the street or beyond the permitted boundaries of the driveway surface.
- 23.5 **Prohibited Vehicles:** Commercial vehicles such as work vans or trucks, ice cream trucks, taxis, service vans, tow trucks, flat beds, buses, etc., and commercial semi or trailer-pulling trucks, boats, jet skis, campers, ATV's, Quads, ATC's, dirt bikes, go-carts, and all similar types of vehicles and watercraft are not permitted to park in The Resort, unless Management of The Resort has approved in writing.
- 23.6 **Golf Carts.** Golf Carts are allowed, providing they do not constitute a nuisance.
- 23.7 **Vehicle Operations.** Vehicles must be operated in a safe, courteous, and cautious manner all times. Pedestrians, Golf Carts, and Bicycles shall be granted the right-of-way.
- 23.8 **Parking:** The following are Rules for Parking:
 - 23.8.1 Vehicles parked in violation of these Rules may be towed at the Owner's or Resident's expense, and without prior notice.
 - 23.8.2 Vehicles shall only be parked in designated parking areas and driveways, and shall not be parked on, or driven across landscaped, unpaved, or undesignated surfaces.

- 23.8.3 Vehicles shall not be parked on any vacant lots, unless it is your lot, and shall not obstruct the driveways of other lots. Vehicles must be parked parallel to your RV, either end-to-end or side-by-side within the setbacks of the lot.
- 23.8.4 Except as otherwise stated in **Policy 8.0** (Loading and Unloading of RV's Prior to Storage), vehicles are not permitted to park on the streets overnight.
- 23.8.5 Parking must not obstruct access for emergency vehicles, garbage trucks, home movers, or other service vehicles.
- 23.8.6 Only licensed and drivable (running) vehicles are allowed in The Resort.
- 23.8.7 Vehicles which have not been operated in fourteen (14) days or that are missing any body panels are prohibited within The Resort, unless The Resort's Management consents in writing.
- 23.8.8 Residents must park only at their own lot. Residents shall not park vehicles at the lots of other Residents, without The Resort Management's written approval and approval of the other lot Resident.
- 23.8.9 Covers on vehicles are discouraged. If a cover is used, it must be specifically made for vehicle(s), kept in good condition and without tears, must be made of a non-reflective material, must be gray, soft -green or brown, or another complimentary color approved by The Resort Management.
- 23.8.10 The Resort Management reserves the right to restrict or exclude any vehicles that are problematic, causing a nuisance, or is not in compliance with these Rules.
- 23.9 **Storage / Abandonment:** Vehicles without current license plates or tags, inoperable, stripped, missing any body panels, unclaimed, scrapped, junked, discarded, in a dangerous condition, or otherwise deemed problematic by Management, shall not be parked or stored in The Resort.
- 23.10 **Vehicles Leaking Fluids:** Vehicles leaking oil or fluids are prohibited in The Resort and must be repaired off premises. Vehicles with minor drips must have a drip pan placed under vehicle in the parking area and Resident must regularly clean the drip pan. All pavement stains must be promptly removed by Resident.
- 23.11 **Vehicle Repair, Overhauling, or Servicing:** Repairs, overhauling, and servicing at your lot, in the common areas, or on vacant lots are not allowed. Environmental laws strictly prohibit dumping oil on the ground or in the **trash receptacles**. **See also Policy 16.8**
- 23.12 **Mobile RV Detailers and Power Wash:** The Resort likes to help conserve resources. We will allow mobile RV detailers to come to your lot to power wash your unit. Alternatively, you may use your own power washer to clean your home / RV / golf carts. Every attempt should be made to keep water from flowing into the street.
- 23.13 **Vehicle(s) Wash:** The Resort allows Residents and Guests to wash their vehicles.
- 23.14 The following items may not be stored on your Lot and must be placed in a storage facility off premises:
- Utility or Motorcycle Trailers. **See also Policy 23.15**
 - Boats, Campers, or extra RV's

- 23.15 A single enclosed utility trailer, in good repair, may be allowed on Lots with motor homes and with The Resort Management approval. The utility trailer, along with your vehicle, must fit within the confines of the setbacks of your lot. **See also Policy 23.8.3**
- 23.16 Small tow dollies are allowed if tucked under the back end of the Motor Home when not in use.

24.0 GUEST POLICY

- 24.1 **The Resort's Lot is designed for two (2) Adult Residents living in one (1) Lot.**
 - 24.1.1 We allow family and friends to visit you; however, there are fees involved as stated in your rental agreement, and no over-night stays are allowed. **Note:** Guest fees commence from day one (1). The Owner's Guest may have pets; however, the Guests that visit the Guests are not allowed to bring pets.
 - 24.1.2 **Guests must register with The Resort Office immediately upon arrival and park in the Parking Lot in front of The Resort Office.**
- 24.2 Residents are responsible for any charges of damages incurred by Guests.
- 24.3 Residents have priority status in use of The Resort facilities.
- 24.4 Adult Guest stay are limited to thirty (30) days per calendar year.
- 24.5 It is the Resident Guest's duty and responsibility to acquaint all their visitors, occupants, guests, children, vendors, agents, contractors, and other invitees with the applicable Rules and Resort Document provisions. Residents shall be responsible for the conduct and acts of their visitors, occupants, guests, children, vendors, agents, contractors, and other invitees.
 - 24.5.1 Should a visitor, occupant, guests, child, vendor, agent, contractor, and other invitee fail or refuse to comply with the Rules and Resort Document Provisions, or fail to leave The Resort at the request of Management, it shall be deemed a material non-compliance, and a violation notice may be served.
 - 24.5.2 Management shall also have the right to have the offending person removed from The Resort as a 'trespasser.'

25.0 PETS / ANIMALS

- 25.1 In keeping with The Resort Standards and the laws of the local and state agencies, Residents must comply with the following pet rules as infractions could result in dismissal from The Resort:
- 25.2 **Stray / Wild Animals:** Management is not responsible for stray or wild animals.
- 25.3 **Quantity:** A 'reasonable number' shall mean three (3) or fewer pets per lot (i.e. dogs, cats, birds). **The preferred weight is thirty (30) pounds per pet.** Vicious pets, protection animals or those displaying threatening behavior are not permitted.

- 25.4 **Registration:** Each pet must be approved by Management and registered at The Resort Office. Management may require a recent photo of the animal, as well as, information on the size and age of the animal for identification purposes.
- 25.5 **Licenses / Tags:** Dogs and cats must be licensed with the applicable governmental authority. Dogs and cats must wear an identification tag all times. A tag identifying the owner is recommended. Unattended pets, or those without identification, may be considered as a stray, and turned over to animal enforcement authorities.
- 25.6 **Shots:** All pets must maintain current rabies and other inoculations. A copy of Shot Records will be kept on file in The Resort Office.
- 25.7 **Bites:** A pet that has a propensity to bite or displays vicious propensities must immediately be removed from The Resort.
- 25.8 **Nuisances:** Pets must be sufficiently conditioned to eliminate risks to the public. Pets cannot be vicious, dangerous, have noisy tendencies, or create a nuisance that interferes with the peaceful use or enjoyment of others at The Resort. Pets shall not annoy other people. Any violations or disturbances such as barking, snarling, growling, etc. may result in the revocation of permission to keep the pet, among other remedies available to The Resort. Pets which are used solely as guard or protection animals are not permitted.
- 25.9 **Control and Cleanup:** Pets shall not be tied or chained outdoors on any lot or Common Area. Pets shall not be left unattended outdoors at Resident's lot while Resident is inside or away from their lot. All pets (including cats) must be on a hand leash – no longer than six (6) feet in length when outside of a home and shall not be left unattended. Pets shall not enter pool or spa area, mailbox area, clubhouse, laundry area, recreational area, common area, sidewalks, or other lots (without the other Resident's consent). Residents are responsible for their pets at all times and must immediately clean up and dispose of all animal droppings. Do not bury or use outside ashtrays or the sewer connection on your lot for pet waste disposal. Residents who fail to immediately clean up after their pets, or who leave pets unattended, may lose the right to have pets at their lot.
- 25.10 **Visiting Pets:** Visiting pets are not permitted of Guest.
- 25.11 **No Burials:** Pets must not be buried within The Resort. The remains of dead pets must be disposed of in conformity with applicable governmental regulations.
- 25.12 **Damages:** Residents are responsible for damages and injuries caused by their pets.
- 25.13 **Pet Pens, Cages, Dog Houses:** Pet pens, permanent, portable, temporary, travel type cages, or doghouses are prohibited outdoors on any Lot, except as may be specifically required for an assistance animal.
- 25.14 **Walking Pets:** You may walk your pet in the designated areas or in the underdeveloped areas of The Resort. **See also Policy 25.9**
- 25.15 **Management Rights:** Management reserves the right to refuse rental or refund of rent to Owners of pets that are deemed to be aggressive, bark excessively, or become a nuisance. Complaints about your pet could result in dismissal from The Resort.

26.0 ASSISTIVE ANIMAL POLICY

- 26.1 The resort seeks to accommodate persons with impairments and disabilities. This "Assistive Animal Policy" applies to assistance animals that would otherwise not meet The Resort's pet restrictions.
- 26.2 **Registration:** Residents must register their assistive animals with Management. Management may require a recent photo of the animal, as well as, information on the size and age of the animal for identification purposes.
- 26.3 **Nuisances:** The designated animal must be sufficiently conditioned to eliminate risks to the public. Animals which are used solely as guard or protection animals are not permitted. Assistive animals cannot be vicious or create a nuisance that interferes with the peaceful use or enjoyment of The Resort by others.
- 26.4 **Licenses / Tags:** Dogs and cats must be licensed with the applicable governmental authorities. Dogs and cats must wear identification tags at all time. A tag identifying the owner is recommended. Unattended pets, or those without identification, may be considered as a stray, and turned over to animal enforcement authorities.
- 26.5 **Pet Charge: There is no pet charge for assistive animals.**
- 26.6 **Control and Cleanup:** Assistive animals shall not be tied or chained outdoors or be left unattended outdoors. Dogs must be on a hand leash, no longer than six (6) feet in length (unless otherwise required) when outside of home. Residents are responsible for their assistive animals and must immediately clean up and dispose of all animal droppings.
- 26.7 **Shots:** Assistive animals must maintain current rabies and other inoculations and provide a copy of the Shot Record to The Resort Office.
- 26.8 **Management Rights:** Management reserves the right to make further special accommodations based on the needs of its Residents with disabilities or impairments.

27.0 UTILITIES / CABLES

- 27.1 **No Digging:** The Resort contains extensive underground utility facilities. All work on utility lines or connections must be performed by the respective utility providers. Management approval must be obtained prior to any digging in The Resort.
- 27.2 **Conduits / Cables:** Except as specified for authorized antennas separately addressed in our Lot Specifications Document, all lines, wires, or other devices for the communication or transmission of electric current, power, or any other signals or transmissions; including telephone, radio signals, and the like, shall not be erected, placed or maintained anywhere, in or upon a lot, unless provided by The Resort, or approved in writing by Management, in which event such items shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on building or other structures, and all such work must be performed by licensed contractors.

- 27.3 **Utility Maintenance / Expenses:** It is the responsibility of the homeowner to pay for, maintain, and repair all wires, pipes, breakers, conduits, sewer lines, or other utility delivery equipment from the point of delivery of the applicable utility, but not to exceed twenty-five (25) feet beyond the lot if the connection is located outside of the lot, or if such utility service is provided by The Resort from the point of entry to the lot or Resident's side of meter, whichever is closer to the home. Should the meter or service lines be located adjacent to or beneath Resident's home, RV or Improvements, Resident shall be responsible for providing access to the lines and meter for reading, repairs, maintenance and replacement, and to the extent not otherwise addressed by law, Resident shall be responsible for removing any obstructions created by the Resident. **Do not** make adjustment to water risers; they can be broken with applied force. Contact The Resort Office if you need assistance.
- 27.4 **Water and Sewer:** Water and Sewer are furnished to each Lot. Lots have thirty (30) and fifty (50) amp electrical service. If your reservation is for less than one (1) month period, electricity is included in your rate. If you have reserved a lot for more than thirty (30) days, it is your responsibility to pay for your electric usage; your meter will be read at the end of each month, and you will be billed for your usage.

28.0 LOT - MAINTENANCE / LANDSCAPING / APPEARANCE

- 28.1 **Improvement:** "Improvement" shall mean any and all recreational vehicles, buildings, additions, driveways, parking areas, fences, walls, rocks, plants, landscaping, any recreational equipment, exterior lighting, and all other structures and improvements of every type and kind, including any exterior changes to any home, lot, or paint color. **The concept and design of all proposed Improvement, alterations, repairs, excavations, remodeling, or other work which in any way alters the exterior appearance of any home or lot, or the Improvement located thereon (including changes of color), shall not be performed without the prior written approval of Management.**
- 28.2 **Legal Compliance:** All homes, accessories and Improvement shall comply with applicable federal, state, and local statutes and ordinances as to their construction, installation, maintenance, and materials. Before occupancy and before utilities are connected, the lot construction must be approved by the applicable governmental inspector(s). **See also Policy(s) 28.4 and 28.7**
- 28.3 **Care and Use:**
- 28.3.1 **Fire Extinguishers / Smoke Detectors:** Unless a greater quantity is required by law, all homes must have at least one (1) properly charged fire extinguisher and one (1) operating smoke detector. 2020 Rules & Regulations Lake Osprey RV Resort

- 28.3.2 **Repair and Maintenance:** Resident's home, lot, landscaping, vehicles, and all improvement must be maintained in good condition (i.e., clean, painted, finished, orderly, safe, appealing, and sanitary condition), and comply with and maintain the existing color palate and architectural standards of The Resort. Each Resident shall maintain, repair, replace and restore, at their expense, all portions of their home, Improvement and Lot which should fall into disrepair.
- 28.3.3 **Fruit:** Fruit shall not be permitted to accumulate on the ground, so it does not attract rodents.
- 28.3.4 **Water:** Residents shall use their best efforts to conserve water. Landscaping water shall not be permitted to flow into the streets and includes your sprinkler system to water grass. All leaking fixtures must promptly be repaired.
- 28.3.5 **Emergencies During Your Absence: The Resort (Owner and Management) are not responsible for care or emergencies during your absence.** All Residents must make arrangement to have someone care for their lot in their absence. Please advise The Resort Office as to who will be looking after your lot and for approval thereof.
- 28.3.6 **Fuel Tanks:** Due to fire hazard, fuel tanks are not allowed, except those mounted on an RV or on BBQ grills.
- 28.4 **Revocation of Authorization:** In every instance, Management's approval of any Improvement or alteration is conditional and may subsequently be revoked should any Improvement or alteration not be properly maintained.
- 28.5 **Construction Activity / Nuisance:** No Resident shall allow any nuisance to occur on their lot or adjacent to their lot as a result of construction activity.
- 28.6 **Landscape and Maintenance:**
- 28.6.1 No rubbish, debris, rocks, or landscape materials shall be placed or allowed to accumulate on the street, roadway, or sidewalk adjacent to any lot. No odors shall be permitted to arise there from, so to render any such lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Management or any other lot in the vicinity thereof, or to its occupants.
- 28.6.2 Residents are responsible for all property maintenance within their lot. Tree trimming and maintenance are the responsibility of Resident; however, no existing tree or plant larger than three (3) feet in height may be removed without Management's prior written approval.
- 28.6.3 Shrubs, vines, trees, etc., cannot interfere with traffic flow or brush against adjoining homes or structures.
- 28.6.4 Yard ornamentations must be kept at a minimum, and if seasonal in nature, must be removed in a timely manner.
- 28.6.5 Any changes to the landscaping must be approved, in writing, by Management.
- 28.6.6 Except for any clothes drying facilities provided by The Resort, outside clothes lines are not permitted. Towels, swimsuits, or other clothing shall not be hung outdoors at any Lot.
- 28.6.7 Pet pens, permanent, portable, temporary, travel type cages or doghouses are prohibited on any Lot.

- 28.7 **Color of Home and Improvements:** The color of any home, shed, or other Improvement, including the exterior color scheme and building materials shall not be altered without the prior written approval of Management. If a new color is to be added, or an existing color changed, Resident must provide Management with a color sample for approval. The Resort reserves the right to adopt a standardized color scheme for all homes and improvements, and all repainting will be required to conform to the standardized color scheme.
- 28.8 **Termite and Pest Control:** To prevent or minimize problems with bugs, pests, and termite infestations, each Resident is responsible for taking prompt actions to abate and control the presence of all such matters at their lot. Should a Resident fail to abate and control the presence of insects, rodents, bees, termites, and other such pests, the Management may, at its sole option, undertake self-help remedies, and the Resident shall be responsible for all such charges, in addition to **an administrative overhead fee of not less than one hundred (100) dollars.**
- 28.8.1 Do not feed any of the animals (i.e., bird feed attracts rodents).
- 28.9 **Self Help:** In the event Resident fails to maintain their home, lot landscaping, or improvements associated therewith, Management may give Resident notice of a material breach if not timely cured, in addition to any other remedy of The Resort: If Resident fails to timely cure such material breach, or fails to immediately cure a condition that constitutes an emergency, The Resort and its agents or independent contractors may, at The Resort's sole option, and without any obligation to do so, perform the necessary repairs, improvements, or maintenance, and The Resort shall bill the Resident for all such charges, **including reasonable administrative overhead of not less than one hundred (100) dollars plus all related costs.**
- 28.10 **Inspections:** Management shall have the right to enter and inspect Resident's lot at reasonable times, and upon appropriate notice.
- 28.10.1 **Signs:** Both RV and Home Residents shall not place or maintain on their lot, or in The Resort, any signs, banners, advertisements, etc., except such signs as may be authorized by law, legal proceedings, court order, or approved by Management. Management reserves the right to remove or require removal of non-complying items at Resident's expense. Exceptions:
- 28.10.2 **Bulletin Board(s):** One (1) or more Resort bulletin boards will be provided for purposes of listing homes and RV's "For Sale," an "Open House," and communicating other information. Management reserves the right to control, restrict, or prohibit the posting of certain items. Residents may advertise items for sale using a dated three (3) x five (5) card that may be left for up to thirty (30) days on our bulletin boards, located by the Post Office and in the Laundry Room. Cards that are not dated will be removed.
- 28.10.3 **"For Sale" and "Open House" Signs:** Each home shall be permitted to place one (1) "For Sale" or "Open House" sign in the front window or on the home. Any such sign must be of a professional quality, maintained in excellent condition, not create blight or nuisance, and must not exceed twelve (12) inches wide and eighteen (18) inches (12x18") long.

No other banners or advertisements shall be permitted on a lot without Management's written approval. Roberts Resorts will provide these signs upon request.

- 28.10.4 **House Number:** Residents of homes **must** install their street number on the street side of their home.
- 28.11 **Windows:** Broken windows and screens must be repaired immediately. Only commercially manufactured interior / exterior window coverings may be installed in any home or RV. Sheets, blankets, towels, cardboard, flags, plastic, wood (or similar), as well as aluminum foil, tin foil, and other reflective materials are not permitted in the windows of any home. Professional installed window tinting is permissible, with the prior written approval of Management, providing that it is not overly reflective and does not create a nuisance to any neighboring lot.
- 28.12 **Air Conditioners/ Evaporative Coolers/Heaters:** Absent Management's written approval, all air conditioners must be installed at the rear of homes, or otherwise concealed from the street, as to minimize noise and visibility. Evaporative coolers are not allowed. Air conditioning and heating equipment shall not be installed on roofs, without Management's written approval.
- 28.13 **Window Air Conditioners:** Window air conditioners will **not** be permitted.
- 28.14 **Swimming Pools:** No swimming pools are allowed on lots.
- 28.15 **Fences/Barriers/Walls or Hindrances:** No fence, barrier, wall or hindrance shall be installed on any individual lot without prior approval by The Resort Management. Fences, barriers, walls or hindrances cannot interfere with utilities and are at Management's discretion. **Exception:** Fences, barriers, walls or hindrances installed by The Resort.
- 28.16 **Wood Burning Fires:** No wood burning fires are allowed. Some gas and/or propane outdoor heating devices may be approved after a written request to The Resort Management is submitted.
- 28.17 **Sewer System:** No rags, ashes, clothes, diapers, or other improper articles shall be placed into the sewer system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of The Resident and will be billed to the Resident.
- 28.18 **Outside Storage:** Storage bin(s) selection requires written approval by The Resort Management, with a copy of approval and proof of product type kept in Lot file. The following is required:
- 28.18.1 No more than two (2) bin(s) per lot by approved manufacturer and color will be allowed.
- 28.18.2 Storage bin(s) made by manufacturers, 'Suncast' and 'Keter' are allowed and can be purchased at Costco, Sam's Club, or on-line.
- 28.18.3 Maximum dimensions for storage bin(s) allowed are sixty (60) inches in width, by thirty-two (32) inches in depth, and thirty-six (36) inches in height. (60" w x 32" d x 36" h)
- 28.18.4 Color choices of storage bin(s) are Java or dark brown.
- 28.18.5 Storage bin(s) must be placed on concrete and fastened securely to the concrete with approved fasteners.

- 28.18.6 The location of storage bin(s) must be screened from line of site.
- 28.18.7 Placement of storage bin(s) must follow same guidelines as the setback of Coach Home.

28.19 **Patio Furniture:** Unless approved by Management, only patio furniture that is commercially manufactured for outdoor use is allowed. Furniture or appliances intended for indoor use cannot be placed outdoors.

29.0 COACH HOUSES

In order to maintain the integrity of the Development (Roberts Resorts), the following must be adhered to:

- 29.1 Exterior and trim color of home must be from the approved color palette.
- 29.2 Only two items of yard ornamentation are allowed.
- 29.3 All changes to the original exterior of the home must be submitted to Management for written approval.
- 29.4 Grass areas and a single palm tree will be maintained by The Resort. Plant beds and other plants on the lot are the owner's responsibility to maintain.
- 29.5 Homeowners must maintain the exterior of their home in a neat and clean manner, and the paint must be free of chipping.
- 29.6 All improvements must be submitted to Management for prior approval.

30.0 SELLING YOUR LOT

- 30.1 **Seller / Buyer / Transferee:** Seller and Buyer / Transferee must contact Management, in writing, at least thirty (30) days prior, to schedule an inspection of the home to determine whether Management will require any items to be repaired, replaced, or upgraded. Management's cursory inspection is for the sole benefit of The Resort; shall not serve as any representation or warranty as to the safety, condition, or adequacy of the home or lot, or the extent of the necessary upgrades or repairs. Seller / Buyer / Transferee should obtain their own independent inspection and must always have a signed, approved "Presale and Improvement Approval Request" form prior to completing the sale.
- 30.2 **Sale or Transfer of Homes in Place:** If a homeowner desires to sell or transfer ownership of their lot or home, the following must occur:
 - 30.2.1 The prospective Buyer / Homeowner must apply for tenancy.
 - 30.2.2 Both the Seller and prospective Buyer / Homeowner must obtain written confirmation from Management of The Resort, prior to the sale or transfer of the home, confirming the prospective Buyer / Homeowner has been approved for tenancy.
 - 30.2.3 Seller and prospective Buyer / Homeowner must also comply with the requirements of **Section 30.3.**

2020 Rules & Regulations Lake Osprey RV Resort

- 30.3 **Removal or Required Improvements Upon Sale or Transfer of Ownership of Homes:** Prior to the sale, transfer or change of ownership of any home in The Resort, and if the prospective Owner desires for the home to remain in The Resort, Management may require that certain repairs, remodeling, reconstruction, or improvements be performed to the home or lot, including, but not limited to:
- 30.3.1 The improvements required by the “Rules,” “Statement of Policy,” “Lease,” and any other “Resort Documents” in existence at the time.
 - 30.3.2 Bringing the home exterior and interior up to current fire and safety standards.
 - 30.3.3 Bringing the home up to current standards of The Resort in order to preserve and / or upgrade the appearance, safety, and quality of the home, or home site.
 - 30.3.4 When contemplating any such transaction, the Seller and prospective Buyer must contact Management of The Resort to schedule an inspection to determine whether any items require repair or improvement. Management’s cursory inspection shall not serve as a representation or warranty as to the condition of the home, or its safety.
- 30.4 **New Residents:** Each new Resident must sign the “Rules” to be accepted for tenancy. Each new Resident must provide Management with sales documents.
- 30.5 **Buyers:** Buyers should always ask to see the Seller’s copy of a signed “Presale Approval” form to avoid unpleasant surprises.

31.0 CONDUCTING BUSINESS IN THE RESORT

- 31.1 **Resident’s Lot:** Resident’s Lot shall be used solely for residential purposes and occupied only by the persons authorized herein. Unless approved by The Resort Management, in writing, Residents shall not engage in any business (including babysitting services) within The Resort, shall not perform repairs or maintenance to vehicles anywhere in The Resort (unless there is a designated area), and shall not engage in activities that attract unreasonable quantities of vehicles or invitees.
- 31.2 **Yard Sales:** Except for Resort-wide sales approved by Management, yard sales are not permitted.
- 31.3 **The Resort’s Name and Address:** The Resort’s name and address shall not be used for the purpose of conducting business, commercial purposes, or for the advertising the sale of automobiles, recreational vehicles, homes or any other types of property, without Management’s written approval.

32.0 OTHER

- 32.1 **Written Approval:** References in these Rules which refer to a Resident’s need to obtain The Resort Management’s consent, approval, permission, or authorization, shall mean written consent, or approval from the Management prior to Resident acting.
- 32.2 **Enforcement / Non-Waiver:** Management will make reasonable efforts to enforce the Rules or violations of which it is aware. Please notify Management of any perceived violations.

Typically, the enforcement of a violation will be a private matter between Management and the affected Resident. The enforcement of the Rules, or lack thereof, shall not constitute a waiver of The Resort's right to enforce the Rules. The Resort or Management's waiver, inability or failure in one or more instances to insist upon or obtain strict compliance with the terms, conditions or provisions of these Rules, or The Resort Documents shall not be construed as a waiver or relinquishment of any rights to fully enforce the Rules or The Resort Documents. The terms of The Resort Documents also constitute Rules and Regulations, and any violation or default under The Resort Documents shall be deemed a violation of these Rules and Regulations.

- 32.3 **Additional Rule:** The Resort's signs, notices, or directives that are posted in The Resort are made a part of these Rules and are incorporated herein by this reference.

33.0 FAIR MEANING

- 33.1 The words and phrases used in these Rules shall be given their fair meaning, and are to be liberally and expansively construed to meet the intent of the Rules as a whole, so as to maximize the rights and remedies of the Management to properly manage, supervise, and control the activities within The Resort, and to provide for the greater good of The Resort.

34.0 MANAGEMENT LIMITATIONS

- 34.1 Except as discretion is specifically granted in The Resort Documents, Management is **not authorized** to modify (verbally or in writing) the terms and conditions of the Rules, or other Documents of The Resort. **Any transactions or modifications made contrary to the foregoing are not authorized and shall not be binding on The Resort.**

See Roberts Resort's 'Lot Improvement Specifications' and the "Presale / Lot Improvement Form" for information regarding the following:

- Shed, Awning, and Arizona Rooms
- Plot Plans
- Trellis
- Skirting
- Sunscreens
- Cart Access
- Air Conditioners
- Electrical
- Landscape
- Satellite Dishes
- Paint
- Bay Windows
- Shade Arbor
- Golf Ball Protection
- Home Entrance Stairs
- Setbacks

SECTION HEADINGS. The section headings, titles, and descriptions contained in these Rules are for purposes of convenience and reference only, and do not limit or define the scope of coverage under these Rules.

VIOLATIONS OF RULES AND REGULATIONS. The Developer of Lake Osprey RV Country Club has promulgated rules and regulations applicable to the Resort. The Developer's onsite Management Team has the authority to enforce those rules and regulations according to the following procedure:

1. Any Occupant who violates any rule or regulation and who is a first-time offender shall be given a written notice of the violation. Such notice may be sent by mail or posted on the Lot.
2. If an Occupant violates a rule or regulation and that person is not a first-time offender or that person failed to abate / cure the violation within the time period set forth in the written notice contemplated in item one (1) above, then the Occupant shall be subject to a fine of fifty (50.00) dollars plus twenty-five (25.00) dollars per day for each day that the violation continues.
3. During such time as a fine remains unpaid or a violation continues, then the violating Occupant and his or her guests shall not have access to the Resort's amenities.
4. For a second-time offender, fines will double; for a third-time offender, fines will triple; etc.

Effective Date: June 2, 2020

2020 Rules & Regulations Lake Osprey RV Resort