

Orange Harbor Co-op, Inc.
A RESIDENTIAL COOPERATIVE
RULES AND REGULATIONS

Approved by the Board of Directors on May 27, 2022

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the residents of **ORANGE HARBOR MOBILE HOME AND RV RESORT** and to improve and maintain the appearance and reputation of the Corporation.

These Rules and Regulations have been established by the Board of Directors of ORANGE HARBOR CO-OP, INC. (hereinafter called the “Co-op”), the owner of the community, and may be changed by them from time to time to achieve this and other purposes. Notice of changes in these Rules and Regulations shall be given to the residents at least 90 days prior to the date of the implementation of the changes.

I. DEFINITIONS

1. Board of Directors – “Board of Directors” shall mean the current Board of Director of ORANGE HARBOR CO-OP, INC., a Florida not-for-profit corporation.
2. Maintenance Fee – “maintenance fee” shall mean the monthly maintenance and/or common expenses paid by the shareholder to the Co-op from time to time; this fee shall be due and payable by the shareholder on or before the first (1st) day of each month and be delinquent after the fifteenth (15th) day of the month. If fee is delinquent, a late fee will be assessed.
3. Tenant Fees – “tenant fees” shall mean the monthly rent paid by a tenant to the Co-op in accordance with the rent schedule established by the Tenant’s Prospectus. The fee shall be due and payable by the tenant on or before the first (1st) day of each month and be delinquent after the fifteenth (15th) day of the month. If fee is delinquent, a late fee will be assessed.
4. Corporation or Co-op – “Corporation or Co-op” shall mean ORANGE HARBOR CO-OP, INC., a Florida not-for-profit corporation, the owner of the community and landlord to tenants.
5. Guest – A “guest” is defined as a person who stays at the request of a resident and resides at the home of the resident for the duration of the stay. Guests are permitted up to a total of fifteen (15) days in one stay with a total of thirty (30) days in a 12-month period.
6. Management – “management” shall mean the professional manager and/or management company employed by the Co-op to manage the community. Management shall enforce and execute the rules, regulations and approved decisions on behalf of the Board of Directors.
7. Shareholder/Member – “shareholder” or “member” shall be the person or persons owning a Share Certificate issued by the Co-op pursuant to the Articles of Incorporation and the Bylaws.
8. Tenant – “tenant” shall mean an occupant of a manufactured home in the community who is not a Shareholder, but who owns the home and rents the lot.

I. DEFINITIONS (Cont.)

9. Resident – “resident” or “residents” shall refer to shareholders, tenants and approved occupants who reside in the community part-time or full-time occupants and have completed any screening requirements established by the Corporation.
10. Community – “community” shall mean ORANGE HARBOR MOBILE HOME AND RV RESORT.
11. Lot – “lot” shall refer to the Co-Op parcel upon which a shareholder’s manufactured home is located or a leased parcel upon which a tenant’s manufactured Home is located.
12. Renter – “renter” shall refer to an individual or couple who comply with the over age 55 rule and assumes residency under agreement with a resident or tenant. A resident or tenant can rent their home for no less than thirty (30 days) to one renter. Renters must abide by the Rules and Regulations of the community and are the responsibility of the resident.
13. Manufactured Home/Unit – “manufactured home” or “unit” shall refer to a manufactured home with all appurtenances associated with the manufactured home located on a lot within the community. No more than two residents shall occupy any unit in the community. Any additional occupants must be approved by management and an additional charge may be incurred.

II. RESIDENCY, TENANCY, AND RENTING

1. It is the intent of the Co-op that the community be operated as a retirement community for older persons. At least one resident per Unit must be at least fifty-five (55) years of age, unless they were already in residences prior to formation of the Co-op. With respect to all new residents, at least one resident of each unit must be fifty-five (55) years of age or older. Persons under forty (40) years of age are not allowed to reside in the community. In the event the oldest occupant of a manufactured home dies or vacates the manufactured home, the remaining occupant may continue as a resident of the community and an occupant of the manufactured homes so long as at least eighty percent (80%) of the occupied homes in the community, including that remaining resident, are occupied by at least one person fifty-five (55) years of age or older. Caregivers as defined by the Federal Fair Housing Law and employees of the community who live on the property are exempt from the senior only exemption. Residents who require a caregiver must have written confirmation from a physician, and this documentation must be on file at the management office.
2. All new residents must go through the application and screening process and be approved by management to be a resident of the community. If the manufactured home is sold to a tenant who is not approved by management, then management reserves the right to terminate the tenancy pursuant to Chapter 723, Florida Statutes.
3. All caregivers and renters residing in the community must first go through the application and screening process and be approved by management.

II. RESIDENCY, TENANCY, AND RENTING (cont.)

4. The Co-op shall limit the number of manufactured homes a resident can own to two (2). Any resident who owns more than two (2) manufactured homes at the execution of these Rules and Regulations shall be permitted to retain ownership of those manufactured homes. Management reserves the right to conduct a credit check for each additional manufactured home purchased by a Resident. The Co-op reserves the right to refuse the sale of additional manufactured homes to current resident based on the criteria established to determine the credit history of Resident.
5. The Co-op reserves the right to refuse admittance to any prospective resident or renter based on the criteria established to determine the credit history and criminal background of prospective resident.
6. The Co-op reserves the right to require an application fee not to exceed the greater of \$100.00 or the maximum cost allowed under 719.106 (i), Florida Statutes or Chapter 723, Florida Statutes. Management reserves the right to require a processing and screening fee. The failure of any prospective resident or renter to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of residency.
7. The Co-op specifically reserves the right to terminate the tenancy of any tenant pursuant to the provisions of Chapter 723, Florida Statutes, upon determination by the Co-op that the tenant misrepresented or falsified any information on any application or entry forms required by the Co-op prior to admittance as a tenant of the community. In addition, the Co-op reserves the right to terminate the tenancy of a renter if the renter misrepresented or falsified any information on any application or entry forms required by Co-op prior to admittance.

III. THE MANUFACTURED HOME

1. Manufactured homes shall be attractively maintained and comply with all applicable laws, ordinances and regulations of state, county, or community as from time to time amended. The resident shall submit to management an application to install a new home indicating all required information. The maximum length and the optimum position on the lot will be determined upon examination of the site by management.
2. All plans for construction or exterior decorating or finishes must first be submitted to management for written approval before proceeding with the construction. No items are to be stored or left sitting outside the home except furniture specifically designed for outdoor use. Detached buildings are not permitted. aluminum products must be new material and must comply with local building codes. No home appurtenances, accessories or add-ons are to look unfinished or homemade.

III. THE MANUFACTURED HOME (Cont.)

3. No building, structure, installation, or other improvements shall be placed on any Lot until the plans have been approved by management. Plans may be disapproved solely based on aesthetic standards established at the discretion of the Co-op. All work conducted by either the resident or a licensed contractor must meet current governmental regulations and required permits must be obtained.
4. Manufactured home ties-downs and blocking must comply with all applicable government laws, ordinances, and regulations.
5. All contractors must be licensed and have a valid proof of liability and workman's compensation insurance to conduct work in the community.
6. All manufactured homes within the community must meet, at any time and from time to time, then current community established standards respecting the maintenance of the manufactured home, fire standards, health standards, and all other standards as further imposed respecting the manufacture of manufactured homes by federal and state agencies inclusive of the Department of Housing and Urban Development.
7. No manufactured home shall be removed or brought into the community without the prior approval of management. Any resident intending to remove their manufactured home from the community must give the Co-op thirty (30) day notice in writing prior thereto. The resident shall remain responsible for either the Co-op Fee or rental fee until their manufactured home has either been sold or re-conveyed to the Co-op.
8. Management reserves the right to enter a manufactured home after the resident's prior written consent has been obtained or to prevent imminent danger to an occupant of the manufactured home or the manufactured home, without liability. Such consent may be revoked in writing by the Resident at any time. Management has the right to enter onto the lot for purposes of repair and replacement of utilities and protection of the community at all reasonable times, but not in such manner as to interfere unreasonably with the resident's quiet enjoyment of the lot.
9. No window air conditioners are permitted in front of the manufactured home or facing the street.

IV. MANUFACTURED HOME SITES

1. Manufactured home shall be attractively maintained and comply with all applicable laws, ordinances and regulations of state, county, or community as from time to time amended. Each manufactured home shall have skirting, a carport, outside storage shed and a concrete driveway. Skirting that has deteriorated to a point where it has fallen off the home must be repaired or replaced. Replacement design is limited to original design or management approved similar design. Replacement material is limited to original material or management approved similar material. Homes must be maintained year-round even when resident is gone.

IV. MANUFACTURED HOME SITES (Cont.)

2. The home and lot must be kept free of debris. The carport must be maintained in a neat and orderly condition. Outside storage shed must be maintained. Storage outside of the manufactured home will be permitted only in approved utility room/storage shed attached under carport roof. Any new outside storage shed must be approved by management prior to construction.
3. The use of foil, corrugated cardboard, paper, or sheets to cover window and glass doors are unsightly and are not permitted. Curtains, window shades or mini blinds are permitted.
4. No resident shall have a citizen's band or ham radio antenna placed on their lot, unless approved by management. Residents are allowed to install and maintain antennas used to receive video programming in accordance with Section 207 of the Telecommunication Act of 1996. This Federal Communications Commission rule allows residents to install video antennas including direct-to-home satellite dishes that are less than one meter in diameter, TV antennas and wireless cable antennas. This rule does not apply to citizen's band or ham radio antenna.
5. Before any digging on the lot for trees, shrubs, large flowering plants, etc., residents must first have written permission from management to avoid damage to underground facilities and for lawn maintenance considerations. No plants or trees can be planted or removed unless written permission is received from management.
6. Lawns will be maintained by the Co-op only to the extent of mowing and edging. The resident is responsible for watering, trimming, weeding, clipping, and fertilizing of the lot and maintenance and/or removal of any tree or shrub located on the lot. The only exception is the large palm trees that line the streets that are owned by the Co-op. Dead sod must be replaced and maintained in good condition. Planter beds should contain mulch or decorative rock. Resident must keep lot free of harmful insects. Lot must be maintained by Resident even when home is for sale or when Resident does not reside in the home. If the lot is not satisfactorily maintained, remedies according to Florida Statutes 719 and Prospectus for Shareholders or to Florida Statutes 723 and Prospectus for tenants will be implemented.
7. Watering of lawns is the responsibility of residents. Residents should abide by the watering guideline and restrictions imposed by the governmental agency having jurisdiction over the community. Sprinklers should be located so no excess water runs down the street.
8. Residents may mow their own lawn using their equipment. Grass, shrubs, clippings, palm fronds and tree limbs should be disposed of according to the current trash pickup schedules. See Section XV Refuse.
9. Trimming of mangroves must be in accordance with the Mangrove trimming and Preservation Act implemented by the Florida Dept. of Environmental Protection.

IV. MANUFACTURED HOME SITES (Cont.)

10. Laundry and bathing suits shall not be hung on any open carport or patio, but only on an umbrella type clothes drying device or folding rack placed at the rear of the manufactured home. The device shall be removed when not in use. In the interest of maintaining openness for all residents, no perimeter fences will be permitted.
11. Decorative dividers, lattice work or trellis may be permitted, but must have written approval from management before installation.
12. Any permanent changes to the home site must be submitted in writing to management and approved by management prior to the commencement of work.

13. UTILITIES

- a. Each homeowner is responsible for the payment of all electric, propane, telephone, cable, fiber optic TV service and other utility service charges associated with the provisions of such services to their associated lot. The homeowner's charges for these services are not included in the tenant fee or Maintenance Fee. The Co-op is responsible for electric and telephone lines to the boundary of the lot and for the meter boxes. The homeowner is responsible for the electrical lines from the meter boxes of the lot to the home.
- b. No above ground propane gas tanks are permitted; however, above ground tanks installed prior to 1997 may remain. Small tanks used for outdoor grills are allowed.
- c. All other services required by the resident are solely the resident's responsibility.

V. VACATING OF PREMISES

1. Thirty (30) days prior notice must be provided by any resident vacating their unit in the community, which includes the removal of the manufactured home from the lot.
2. Resident must furnish Co-Op with a true copy of the contract for removal of all of the above – ground improvements (the "Removal Contract"), which removal contract shall include, but not be limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, and steps (the "improvements").
3. Resident shall post with Co-op a surety bond (the "Bond") furnished by the contractor of one hundred ten percent (110%) of the amount of the removal contract, which Bond shall act as security to ensure the removal of the "improvements" in a workmanlike fashion, leaving the lot in a broom-clean condition.
4. Resident shall have five (5) days from the date of the commencement of the removal of the "improvements" to complete the removal and grade the affected area of the unit, or Co-op may use the proceeds of the Bond to complete said removal.

V. VACATING OF PREMISES (Cont.)

5. Neither the resident nor the contractor shall be entitled to any refund of any unused portion of the Bond if the contractor fails to complete the removal of the Improvements in accordance with the terms and conditions of this paragraph.

VI. CLUBHOUSE

1. The clubhouse is a non-smoking facility and is open daily to all residents, renters, and their guests from 8:00 a.m. until 10:00 p.m., except on scheduled occasions approved by management. Guests or visitors, 14 years of age and less, are required to be with residents when using the recreational facilities.
2. Wearing shoes and shirt is required for entrance into the clubhouse, with the exception when accessing the clubhouse restrooms from the pool. No pets are allowed in the clubhouse, except for those dogs as defined in the Federal Americans with Disabilities Act.
3. Residents can hold private parties in the clubhouse and/or the pavilion but must first coordinate with the Social Committee, who will provide the proper paperwork to be filled out to reserve the space. The Board of Directors shall set reservations and deposit fees.
4. Kitchen facilities are available in the clubhouse primarily for the use the residents. Guests under the age of 14 must be accompanied by a resident to use the kitchen facilities. The Co-op will not be held responsible to residents, renters or their guests for any injuries, accidents, or lost articles in the kitchen area.

VII. SWIMMING POOL

1. The swimming pool is open daily from sunrise to sunset for residents, renters, and guests. The pool is primarily for the use and enjoyment of the residents. All guests under 14 years of age must be accompanied by the host resident or an adult guest at the pool.
2. All posted Rules and Regulations must be observed, not only for health and sanitation reasons, but also for the maintenance of the pool.
3. Please do not apply oil-based suntan lotion before entering the pool.
4. No children under two (2) years of age, and/or diapered, are allowed in the pool unless wearing proper leak-proof swimwear.
5. No glassware of any kind is permitted in the pool area.
6. No smoking is allowed in the fenced-in pool area.
7. The Co-op will not be held responsible to residents, renters or their guests for any injuries or lost articles.

VIII. LAUNDROMAT

1. The laundromat is open daily from 7:00 a.m. until 10:00 p.m. The laundromat is primarily for the use of the residents.
2. All guests less than the age of 14 must be accompanied by the host resident or an adult guest at all times when using the facility.
3. Any person using the facility should report any maintenance issue with management as soon as possible.
4. The laundromat should be kept neat and clean during and following use.

IX. OTHER RECREATION FACILITIES

1. All community recreational courts, i.e.: horseshoe, shuffleboard, etc. are available to residents and their guests seven days per week unless interfering with league schedule. The courts are open from 7:00 a.m. until 10:00 p.m.
2. The community facilities are primarily for the use and enjoyment of the residents. All guests less than the age of 14 must be accompanied by the host Resident or adult guest at all times when using any community facilities.
3. The Co-op is not liable for accident or injury to life or property through resident's use of recreational facilities. Residents and guests may avail themselves of these facilities at their own risk.

X. GUESTS

1. Residents are permitted to have a guest for up to fifteen (15) days in one stay with a total of thirty (30) days in a twelve (12) month period. Caregivers as defined in the over age 55 exemption to the Federal Fair Housing law are not considered guests.
2. Guests staying more than 48 hours must register with management. It is the responsibility of residents to ensure their guests are registered.
3. Guests are entirely (financially and legally) the responsibility of their host resident and must comply with all Community Rules and Regulations. The community facilities are primarily for the use and enjoyment of the residents. All guests less than the age of 14 must be accompanied by the host resident or adult guest when using any community facilities.
4. Residents of the community will be held directly responsible for the actions of their guest(s), regardless of the guests' age. The rules of each recreation activity are plainly posted, when required, at the site.

XI. RENTERS

1. Residents shall not allow any other person or persons to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the unit, for fee or gratis, for less than thirty (30) days in a twelve-month period.
2. All applicants must first go through the application and screening process and be approved by management prior to moving into the home.
3. All residents who rent their homes for less than six months must remit the Lee County Resort Tax to the Tax Collector's office.
4. Renter must meet the age requirements of the community and comply with all Rules and Regulations. Renters are the responsibility of the resident. If renter violates any rule or regulation of the community, renter's lease may be terminated by management.

5. RV SECTION

- a. A portion of the RV lots to be determined by management will be available for rent for a minimum of one (1) day. All park model lots within the RV section are required to be rented for no less than thirty (30) days in a twelve (12) month period.

XII. PETS

Note: Pursuant to the ADA and the FHA, a service animal or emotional support animal is not generally considered a pet.

All animals and pets must abide by appropriate Rules and Regulations. Dogs, cats and birds are allowed, but are subject to the following restrictions:

1. Dogs, cats and birds must be registered with the community office.
2. A maximum of two (2) pets are allowed per household. A cat cannot weigh more than
3. twenty (20) pounds at full maturity. The following breeds are not allowed: Pit Bull Breeds, German Shepherds, Great Danes, Rottweilers, Bull Mastiff, Akita, Alaskan Malamute, Doberman, Chow-chow, Presa Canario, Siberian Husky, Wolf Hybrids, and mixed breeds which include any of the previously mentioned breeds.

XII. PETS (Cont.)

4. Lee County Ordinance No. 14-04 outlines animal/pet owner responsibilities in communities where the animal/pet resides. Violations of this ordinance constitute a civil infraction subject to a fine of up to \$500. A copy of the ordinance is available in the community office and recommended it be reviewed, especially the section on nuisance. Animal/pet owners are responsible for any violation within the ordinance, and a violation of the ordinance shall be deemed a violation of these Rules and Regulations.
5. Any approved animal/pet residing in the community must have current vaccinations and be licensed per Lee County Ordinance, including seasonal animals in Lee County for more than 30 days.
6. Unless inside a dwelling, all animal/pets must be restrained by a proper leash no longer than eight (8) feet, or a buried electric wire “fence” at all times.
7. No animal/pet may be left unattended outside the home or in the common areas (including buildings) even if owner is present. The animal/pet must be restrained with a proper leash no longer than eight (8) feet in length. A peripheral fence, cage or kennel on an owner’s property is not allowed.
8. Pets can be walked in the streets only; they are not allowed in clubhouse or pool area.
9. Animals/pets are not allowed on the property of another resident, even if restrained, unless the resident has given written permission. Offenders should be photographed and the resident can file a signed complaint with photo to the community office.
10. If the Co-Op determines that an animal/pet is dangerous, the animal/pet must be removed from the park. A determination by the Lee County Domestic Services that an animal/pet is dangerous is not necessary but will be deemed conclusive evidence that the animal/pet must be removed.
11. As provided in the PROCEDURES FOR SOLVING ANIMAL/PET PROBLEMS, any resident perceiving a violation of these Rules and Regulations can file a written and signed complaint with the community office or the community Dog Warden. The complaint is confidential unless disclosure of the complaint is required at any hearing or trial regarding a violation of these Rules and Regulations.
12. These Rules and Regulations apply to everyone. Guests may not bring pets into the park.
13. Present pets, as of 2/17/2017, are grandfathered.

14. PROCEDURES FOR SOLVING ANIMAL/PET PROBLEMS

- a. The following applies to all categories of animals.
- b. Attempt to arrive at a solution to the problem with an animal/pet owner in a courteous manner.
- c. If personal attempts at a solution fail, then file a detailed, written and signed complaint with the community manager. The complaint is confidential. Include a brief description of attempts to solve the problem.
- d. The community manager will first attempt to obtain as an informal solution to the problem. If a solution is not possible, the problem will be referred to the Board of Directors who will ultimately direct the Co- Op's counsel to send a certified letter demanding that the animal be permanently removed from the property within ten (10) days.
- e. Suspected stray animals/pets should be reported to the community office.
- f. All bites or attacks by any animal/pets shall be immediately reported to Lee County Animal Control (239)533-7387. A written and signed notice of the incident should be given to the community manager, as well as a phone call.
- g. In the event of emergency only, the parties involved may take actions deemed prudent to resolve the emergency without regard to the above procedures. Both parties shall file a detailed, written and signed report with the community manager. Reports are confidential.
- h. Penalties for violation of applicable Lee County ordinances may be enforced by the county without regard to any remedies pursued by the Co-Op.

15. OTHER

- a. The Rules and Regulations are subject to change by the Co-Op Board of Directors.
- b. Residents shall not feed or shelter wild (feral) animals that seasonally migrate throughout the community. This includes foxes, rabbits, raccoons, pelicans, seagulls and other wild birds. Most importantly do not feed alligators and manatees. Florida law prohibits feeding alligators and crocodiles. Manatees are protected under the Federal Marine Mammal Protection Act of 1972 and by the Florida Manatee Sanctuary Act of 1978. Never disturb, feed, grab, ride or poke a manatee.

XIII. VEHICLES, WATERCRAFT AND PARKING

1. Motor vehicles or golf carts of guests will be parked in the carport or in the driveway. No more than two licensed vehicles are permitted in each driveway. Home sites with a double driveway are permitted no more than four vehicles in the driveway. Golf carts can also be parked on golf cart pads or other areas approved by management.
2. The posted speed limit (15MPH) and traffic signs shall be observed and obeyed always.
3. If one or more written complaints regarding noisy vehicles are received by management, said vehicle may be subject to immediate removal or repair by owner.
4. No vehicles shall be parked in the street overnight. No vehicles shall be parked on grass or empty lots.
5. All vehicles parked in the community must have current registration and plates. No inoperable vehicles are allowed in the community. All residents must adhere to all Florida Department of Motor Vehicle laws within the community.
6. All vehicles parked in the community must have an Orange Harbor sticker on the front window. Guest or renter vehicles staying more than 48 hours must register with the office to obtain a visitor pass. Annual renters must also have a sticker ~~on rear window~~ on windshield of vehicle.
7. Overflow parking for guests with permit is limited to the east side of the bocce court parking area and west side of the boat storage parking area. Additional overflow parking is available at the clubhouse, management office and boat ramps, however, overflow and parking at the management office is for after office hours only, 6:00 p.m. until 6:00 a.m. Overnight parking at the boat ramps is not permitted without prior management approval.
8. Except for loading, unloading, or charging batteries for a period of NO more than 48 hours, recreational vehicles, trailer, commercial vehicles, and boats shall be parked in ~~the RV section of~~ the storage area only. Residents must register with the office and receive written permission from management before parking in the designated area as there is a rental fee charge. No person is allowed to live in a stored recreational vehicle parked in the community.
9. No resident shall sell any vehicle within the community unless the vehicle is owned by the resident. No resident owned, leased or primarily used commercial vehicles, including any vehicle or golf cart displaying a "for sale" sign, are allowed to be parked on any empty lot or common areas of the community at any time without management approval.
10. No major repairs including oil changes to vehicles shall be permitted in the carport with the exception or replacement of a flat tire or dead battery.

XIII. VEHICLES, WATERCRAFT AND PARKING (Cont.)

11. The Co-op specifically reserves the right to restrict the operation of all delivery, transportation or other vehicular traffic within the community which is deemed by the Board of Director to be detrimental to the interest of safety and traffic control, the well-being of the residents and preservation of the grounds and roadways in the community.
12. Pedestrians, golf carts and bicycles have the right-of-way but must observe posted speed limit and stop signs.
13. Stop signs shall be observed by all vehicles and golf carts. Speed limit for ALL vehicles and golf carts is 15 MPH.
14. No parking on the grass at any time, except when washing vehicle. Motor vehicles found to be parking in the common areas may be towed at the Resident's expense.
15. Parking on another resident's driveway is prohibited unless written consent is given by the resident. A copy of the written permission must be on file at the community office.
16. No golf cart or any other vehicle can be driven by any person under the age of 16.
17. Only personal vehicles, licensed and used for daily transportation, will be allowed to be operated in the community. Management will ban from the community any vehicle that, in their sole judgement, interferes with the peace, privacy, and/or general welfare of other residents or the appearance of the community. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from the community.
18. Vehicles in violation of these Rules and Regulations will be noticed, towed and stored at the vehicle owner's expense.

XIV. DOCKS, FLOATING DOCKS, BOAT LIFTS AND SEAWALLS

1. Residents who own waterfront lots are allowed to build and maintain docks, floating docks, and boat lifts; however, any alteration to existing structures or new construction must abide by local, state and federal laws regarding these types of structures.
2. All residents' docks are personal property of the resident, and maintenance and general liability are the sole responsibility of each resident with a dock attached to their lot whether the current resident built, changed or acquired existing dock through resale. If resident does not continue to maintain the structure and the structure is falling or causing a hazard to the surrounding waterway, the Co-op shall remove the structure and bill the resident for the expense.
3. No additional utility outlets or services shall be permitted on docks/floating docks/boat lifts without prior approval of management.

XIV. DOCKS, FLOATING DOCKS, BOAT LIFTS AND SEAWALLS (Cont.)

4. The seawalls are the responsibility of the Co-op; however, residents who have waterfront lots should inspect the seawall from time to time to ensure there is no soil erosion or seawall weathering from docks, boatlifts or other items homeowner has that might cause degradation. Homeowner shall notify management if degradation or damage is occurring to a seawall.

XV. REFUSE

1. The burning of trash and/or landscape debris is not permitted. Dumping of trash, garbage, gasoline, oils, brush and tree trimming, etc. in vacant lots or other open areas or in the waterway area surrounding the community is not permitted. Hazardous material, such as paint, oil or fluorescent bulbs, must be disposed of at a Lee County facility by resident. Do not place hazardous materials in garbage.
2. Roadside garbage pickup service is provided twice weekly. All garbage must be bagged in plastic bags and tied before placing in garbage cans. On day of pickup, either bagged garbage or garbage cans must be placed at curb. Yard waste, such as branches, should be neatly stacked or be tied in four-foot bundles and left at curb. Trimmings should be tagged, bundled or in a bin and left at curb.
3. When not at curb on garbage pickup days, garbage recycle cans should be placed in carport where they are not obvious from the street.

XVI. SELLING, SOLICITING AND SIGNAGE

1. No unsolicited selling, peddling or commercial activities from outside vendors of any kind are permitted within the community. Residents may use the bulletin board in the clubhouse or laundromat to advertise or post activity notices on 3"x5" postcards. Management has the right to remove any advertising it deems inappropriate. In addition, advertisements from outside vendors posted in the clubhouse are at the sole discretion of management and can be removed without notice. Notwithstanding, nothing herein prevents or infringes upon the right of a resident from canvassing residents for the purpose described in Florida Statutes 723 and 719.
2. Residents may only display one portable, removable United States flag or official flag of the State of Florida in a respectful manner. Residents may also have one (1) portable, removable official flag displayed in a respectful manner, but cannot be larger than 4 1/2 feet by 6 feet, representing the United States Army, Navy, Air Force, Marine Corps, Coast Guard or a POW-MIA flag, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association. No political flags are allowed. Any homeowner is also entitled to erect a freestanding flagpole of no more than twenty (20) feet in height on any portion of their property, regardless of the governing documents provision. Such flagpoles may not obstruct sightlines at intersections and cannot be erected in an easement. The homeowner may display the same flags from the flagpole as were permitted to be displayed by the portable flag provision. There is no statutory right to display any other flags, including historic versions of the United States flag.

XVI. SELLING, SOLICITING AND SIGNAGE (Cont.)

3. Fifteen (15) days prior to a National, Statewide, or County election, one (1) political sign, no larger than 18"x24", may be displayed on each lot and must be removed within three (3) days after the election. No other signs (except manufactured home "for sale" or "open house" signs as set forth herein below) of any kind shall be displayed within the community or on resident's home or unit. General notices and articles for sale may be posted on the bulletin board provided for such purpose in the clubhouse or laundromat.
4. "For Sale" signs shall be limited to one sign, no larger than 12"x24", which may be posted in a window in the front of a home for sale. (One-sign-per-home). Homes on the water can also have one sign of the same size in a window in the back of the home facing the water. If a manufactured home has no window in the front, one sign of the same size will be allowed to be placed on the home or carport. No "For Sale" signs are permitted in the yard.
5. Resident yard sales, garage and/or carport sales are permitted with management's approval. Community wide yard sales may be permitted from time to time with management approval. Signs used for yard sales can be placed in the yard 24 hours prior to the event and must be taken down 24 hours after the event.
6. A resident can conduct open houses if their home is for sale. Open House signs can be placed in the yard 24 hours prior to the event and must be taken down 24 hours after the event.

XVII. RESPONSIBILITIES

1. The Co-op shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any manufactured home or personal property left by the resident or their guests within the community boundaries. The Co-op will not be responsible for supplies or equipment left in the clubhouse or any other common area for private use by any resident.
2. The Co-op shall not be liable for accident or injury to any person or property through the Resident's use of recreational facilities or common areas. The residents and their guests shall avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such case.
3. The residents are responsible for damages caused by their family, guests, or renters.
4. If residents are leaving the community for an extended period, a Resident shall notify management in writing of who to contact in case of an emergency or the name of a resident in the community who will be responsible for maintaining the home in the resident's absence.

XVII. RESPONSIBILITIES (Cont.)

5. Although efforts will be made to contact residents in case of an emergency, the Co-op shall have no obligation to notify. It is the residents' responsibility to ensure the safety and well-being of their homes and personal property.

XVIII. COMPLIANCE AND DEFAULT

1. The Co-op reserves the right to terminate the tenancy of any resident for disregard of Community Rules and Regulations and in accordance with Florida Statutes 719 and 723.
2. Violations of the community's documents including Rules and Regulations will be handled accordingly:
 - a. If a first violation notice is sent, a resident has thirty (30) days to correct the violation. If the violation is not corrected and a second notice of violation is sent, then an additional fourteen (14) days will be given to correct the violation. The second notice of violation will be sent certified return receipt and will include a statement that the resident should notify management if he or she is unable to comply within the stated time. If the violation is not corrected or if management does not receive any notification from resident, remedies according to Florida Statutes 719 and Prospectus for Shareholders or to Florida Statutes 723 and Prospectus for tenants will be implemented. For Shareholders Only: Fines for any violation of the community's documents will be set by Board of Directors.
3. For the first violation of any properly promulgated rule or regulation, rental agreement provision, or Chapter 723, Florida Statutes, which is found by any court having jurisdiction thereto to have been an act which endangered the life, health, safety, or property of the community residents or the peaceful enjoyment of the manufactured home community by its residents, the manufactured home community owner may terminate the rental agreement, and the manufactured home owner will have seven (7) days from the date that the notice is delivered to vacate the premises.

XIX. MISCELLANEOUS

1. Absolutely NO LOUD NOISE including barking dogs, radio, TV, stereo, or musical instrument after 10:00 p.m. or before 7:30 a.m.
2. Residents should promptly report vandalism of private or community property to the local authorities AND management.
3. Illegal and/or excessive use of drugs and/or alcoholic beverages is prohibited anywhere on the premises.
4. Abusive or offensive language is prohibited.

XIX. MISCELLANEOUS (Cont.)

5. No discharging of firearms within the community.
6. Legitimate complaints concerning infraction of these Rules and Regulations should be reported in writing to management.

7. Orange Harbor Co-op, Inc. and its management is not responsible for loss or damages caused by accident, fire, theft, or any act of God to any home, person or personal property within the Orange Harbor Mobile Home and RV Resort.
8. The Rules and Regulations presented herein are adopted by the Board of Directors and the ORANGE HARBOR CO-OP, INC., and supersede and replace all Rules and Regulations previously in effect prior to the acquisition of the community by the Co-op.
9. If any provision of these Rules and Regulations is contrary to any law of any jurisdiction, in which the community is located, it shall not apply or be enforced. However, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.