

**RULES AND REGULATIONS**

**EXHIBIT "8"**

**To**

**DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO**

**A FLORIDA COOPERATIVE CORPORATION**

**719 PROSPECTUS**

**Effective Date: 05\_ 04\_ 2016**

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**DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO  
A FLORIDA COOPERATIVE CORPORATION**

**RULES AND REGULATIONS**

The purpose of these Rules and Regulations is to promote the comfort, welfare, and safety of the Shareowners and Tenants (hereinafter defined) of the residential development known as DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, REGAL RIDGE, more particularly described in Exhibit "20" of the Prospectus (the community).

These rules have been established by the Board of Directors of the DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, a Florida Cooperative Corporation (hereinafter called the "Corporation") owner of the Community, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given to the Shareowners at least thirty (30) days prior to the date of implementation of the changes.

I. DEFINITIONS.

- A. Board of Directors. "Board of Directors" shall mean the current board of directors of DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, a Florida Cooperative Corporation.
- B. Community. The physical properties consisting of the Bath House (Lot 397), Laundry (Lot 398), Pool (Lot 399), Dump Station (Lot 285 & 286), and the following areas as shown on the Plot Plan which is Exhibit 16 to the Prospectus - Area "A" [Adjacent (North) to Lot 200], Area "B" [Adjacent (North) to Lot 387].
- C. Cooperative Fee. "Cooperative Fee" shall mean the monthly maintenance and/or common expenses paid by the Shareowner of the Corporation in accordance with the maintenance schedule established by the corporation from time to time, which fee shall be due and payable by the Shareowner on or before the first day of each month, and be delinquent after the tenth (10<sup>th</sup>) day of the month. Delinquent Cooperative Fees are subject to a late charge of an amount not to exceed the greater of TWENTY-FIVE AND NO/100 DOLLARS (25) or five (5) percent (%) of each such delinquent payment.
- D. Corporation or Association. "Corporation or Association" shall mean of DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, Regal Ridge, a Florida Cooperative Corporation, the owner of the community and landlord to Shareowners and Tenants.
- E. Guest.
  - 1. A "Guest" is defined as a person whose stay at the request of a Resident (hereinafter defined) does not exceed fifteen (15) consecutive days or thirty (30) days per year, unless such person has the permission of the Corporation or unless permitted by a properly promulgated rule or regulation. As provided under HOPA, the Corporation will consider exceptions to the thirty (30) days a year maximum for live-in health aids that provide care to disabled Shareowners. Any person not on the official property records will be considered a Guest.
  - 2. The spouse of a resident shall not be considered a Guest.

3. For the protection and safety of all Residents, Guests who stay in the community for more than seventy-two (72) hours must register their names with the Board of Directors using the "Guest Registration" form.
  4. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Community rules and regulations.
  5. The Community facilities are primarily for the use and enjoyment of the Residents. When conditions permit, Guests will be permitted to use the facilities. All Guests under sixteen (16) years of age must be accompanied by the host Resident at all times when using any Community facilities.
- F. Lot. "Lot or Lots" shall refer to the cooperative parcel upon which a Shareowner's recreational vehicle or park model is located, as said such parcels are shown on the Plot Plan, which is Exhibit "16" to the Prospectus.
- G. Management. "Management" shall mean the professional manager employed by the Board of Directors and Corporation to manage the Community (further defined in Exhibit "14" of the Prospectus).
- H. Shareowner. "Shareowner" shall be the person or persons owning a Stock Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.
- I. Tenant. "Tenant" shall mean an occupant of a recreational vehicle or park model in the Community who is not a Shareowner, but who occupies a Lot. All Tenants (renters) must be registered with Deer Creek using the "Registration of Renters" form. A copy of this form must also be submitted to Regal Ridge's Board of Directors.
- J. Resident. "Resident" or "Residents" shall refer to both Shareowners and Tenants.

## II. OWNERSHIP IN THE COOPERATIVE

- A. It is the intent for the Corporation that the Community be operated as "housing for older persons" in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA").
- B. Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA.
- C. As specified by HOPA, at least eighty percent (80%) of all occupied lots within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older.
- D. The Corporation requires all Residents of the Community to be at least forty (40) years of age.
- E. The Corporation requires all prospective Residents of the Community to be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport.

- F. As a requirement of the Corporation and notwithstanding the foregoing and anything to the contrary contained herein, no persons under eighteen (18) years of age may reside upon any Lot as a Resident. Under HOPA, the Corporation may, at its sole discretion: (a) modify this requirement, (b) limit its enforcement, or (c) strictly enforce this rule as a result of its interpretation under Federal or State law.
- G. In accordance with the requirements established by the Federal Housing for Older Persons Act of 1995, (HOPA),
  - 1. The Board of Directors must approve or reject applications for the purchase of shares in the Corporation. All prospective Shareowners shall be considered desirable and compatible with the Community in order to be approved for admittance and must meet the age criteria as set forth above.
  - 2. The Corporation reserves the right to refuse admittance to any prospective Shareowner on the basis of the criteria established to determine the background, character, and financial responsibility of the prospective Shareowner.
- H. The Corporation reserves the right to require an application fee not to exceed the greater of \$100 or the maximum cost allowed under 719.106(1), Florida Statutes, to defray any cost connected with the screening process. If this fee is determined to be a fee prohibited by 719.106(1), Florida Statutes, it will be refunded. The failure of any prospective Shareowner to provide general background information, personal references, and proof of financial responsibility shall be deemed cause for refusing to sell shares of the Corporation to the prospective Shareowner.
- I. Determination by the Corporation that the Shareowner misstated or misrepresented any information on any application or entry forms required by the Corporation prior to admittance as a Resident of the Community and a Shareowner of the Corporation shall constitute a violation of these Rules and Regulations, and the Corporation shall have all rights and remedies permitted in the Declaration of Master Form Occupancy Agreement and under Chapter 719, Florida Statutes
- J. The Corporation, may, from time to time, conduct an age verification survey to ensure the Community is operating under HOPA and the Corporation's age requirements.

III. RECREATIONAL VEHICLES, PARK MODELS, COACH HOUSES, SHEDS, VEHICLE PORTS OR OTHER PERMANENT STRUCTURES.

- A. All additions or changes to a Resident's recreational vehicle and its exterior aluminum and concrete packages must have written approval from the Board of Directors. Also, all additions or changes to a resident's park model, coach house, shed, vehicle port or any other permanent structure must have written approval from Board of Directors. Request must be submitted to the Board of Directors using the "Permanent Improvement or Additions Request" form.
- B. Residents shall keep their recreational vehicle neat, clean, and in a good state of repair, and in operable condition. Also, residents must keep their park model, coach house, shed, vehicle port, or any other permanent structure clean, neat and maintained.
- C. A resident's recreational vehicle must have a current license plate tag and have a current State vehicle registration.
- D. If a Resident fails to comply with the immediately preceding sentences (B, C). Resident shall be subject to a fine of five and No/100 Dollars (\$5.00) per day for each day that the Resident fails to comply upon notice thereof.

- E. Exterior antennas, satellite dishes and other external signal receivers must be approved by the Board of Directors. The Federal Communication Commission has established guidelines for the installation of these devices and prohibits the Corporation from not allowing the devices unless they cause a safety problem or interfere with the Community's infrastructure.
- F. As these rules change from time to time with technology advances, please consult with the Board of Directors prior to installation.
- G. No commercial business or businesses shall be operated from a vehicle or Lot within the Community.
- H. The foregoing provisions of this paragraph are necessary in order to enhance and maintain the uniformity and aesthetic appearance and value of the Community.

#### IV. RECREATIONAL VEHICLE LOTS AND PARK MODEL LOTS

- A. There will be no boundary/isolation fences permitted between Lots.
  - 1. Utility screens concealing the Residents water, sewage, and power connections are permitted and restricted to thirty-six (36) inches in height.
  - 2. Utility screens concealing the Neighbors water, sewage, and power connections are permitted and restricted to thirty-six (36) inches in height.
  - 3. Decorative plastic, metal, or other such material are permitted for utility screens, pet enclosure and other decorative purposes not to exceed thirty-six inches in height.
- B. No more than two (2) signs, not to exceed 12X18 inches, for sale or rental signs are permitted on any Lot. All for sale and rental signs must be a minimum of ten (10) feet from the property boundary lines.
- C. Relative to Recreational Vehicles, one (1) sign not to exceed 12X18 inches "For Sale" sign may be affixed to an RV,
- D. No advertisement or political campaign signs are allowed on a Recreational Vehicle Lot or Park Model Lot. However, during a political campaign season, the Board of Directors will designate an area in the Community where political campaign signs can be displayed. The signs will be restricted to no more than 9 by 14 inches and will be allowed thirty (30) days before an election, and signs must be removed no more than five (5) days after an election or the elimination or withdrawal of a candidate.
- E. It shall be the responsibility of the Corporation to keep lawns edged and trimmed.
- F. The Corporation will be responsible for mowing up to personal landscaping including plants (flowers, trees, and shrubs) planted by the Resident; yard ornaments; and walkways (stones, bricks etc.).
- G. No mowing shall be done around plantings or items or in any area as to which accessibility has been blocked or limited by action of the Resident.
- H. Sod destroyed by neglect, lack of water, or vehicular traffic must be repaired or replaced at the Resident's expense.

- I. Each Resident is responsible for his respective plants and lawns. They are to be watered and kept free of weeds and should not be permitted to become overgrown.
- J. At its option, the Corporation may notify a Resident of his failure to comply with these provisions.
- K. Upon failure of Resident to take appropriate corrective action within fifteen (15) consecutive days after receipt of notice, Management may, but has no obligation to, have necessary work performed and to charge a reasonable fee. This amount shall be collectable in the same manner as the Cooperative Fee.
- L. Residents are not permitted to plant shrubs, flowers, trees or other plantings so that they extend, onto the adjoining Lot or roadway. Any such planting becoming objectionable to the adjoining resident will be required by Management to be removed at Resident's sole expense.
- M. All Resident's must maintain their gardens, shrubs and plants. All gardens, walkways and gravel or rock areas put in by Residents are to be kept free of weeds. Residents are responsible for the appearance of these areas throughout the year, whether or not the Resident occupies the home for the entire year.
- N. Lots neglected and not maintained to satisfactory standards will be maintained by Management and a reasonable fee will be charged to the Resident. Such additional amounts of money shall be charged in addition to the Cooperative Fee.
- O. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it will be the shareowners responsibility if any damage occurs, prevents access to utilizes, or interferes with a neighbor property.
- P. All trees, shrubs, and plants on the Lot are the property of the Corporation and are not to be removed by Residents. Nonetheless, plants and shrubs planted by Residents may be removed when vacating the Lot with Approval from the Board of Directors\*. Sod must be replaced by a Resident where planting is removed.
- Q. Existing trees or shrubs must not be damaged or removed by Residents without written approval of the Board of Directors\*. Pertaining to a Resident's Lot, dead trees, or trees and shrubs damaged by high winds, or any act of God must be removed by Resident within seven (7) days.
- R. Vegetable gardening is not permitted on any Lot. A limited amount of container vegetable gardening may be permitted, within reason
- S. Trees and shrubs must be kept well-groomed at all times. All plantings and lawns may be watered by hand sprinklers, a hose in the hand or an automatic irrigation system. Do not wash grass cuttings or dirt down the streets or storm sewer. Resident must cure any default under this paragraph within two (2) weeks of written notice as provided herein. Any trees in common areas will be the responsibility of the Corporation. The Corporation reserves the right to maintain and/or remove any trees, shrubs, flowers or other landscaping on Resident's Lot which is not maintained in accordance with the requirements set forth in these Rules and Regulations whether during periods in which the Resident is in residence or absent from the Community. A special service fee will be charged to the Resident if the required work is not performed after written notice from Management.

- T. Should a Resident's recreational vehicle be destroyed by fire, windstorm, an act of God, or by any other means, Resident must remove the salvage from the Lot as quickly as reasonably possible, but in no event later than thirty (30) days after the date of damage or destruction, or within the specified period provided to Management based on written proof that a claim has been filed with the Resident's insurance company or that a contract has been executed with a licensed contractor for the requisite cleanup activities.
- U. Any clogging of the sewer line from the recreational vehicle or park model to the main line is the responsibility of the Resident. If the Corporation is called upon to correct any clogging of the sewer line, the plumber's charges will be assessed to the Resident if the clogging is between the recreational vehicle and the main line.
- V. Clotheslines are not allowed outside. Clothing and laundry items are restricted from being hung outside if items will face the street, golf course, UDI or interfere with another Resident's view.
- W. Waste, refuse and recycling shall not be placed outside for pick-up earlier than the morning of collection. Residents are responsible for cleaning-up any scattered or remaining residue resulting from collection.

\*Additions or changes must be submitted, to the Board of Directors for approval, on the "Permanent Improvement or Addition Request Form" prior to the activity being performed.

V. PATIOS AND VEHICLE PORTS

- A. Only standard lawn or patio furniture will be permitted on patios, vehicle ports, or lawns. BBQ grilles and bicycles are also allowed. Fire pits, propane pits, and propane heaters are allowed, with spark arresting screen, no burning of trash, leaves or other materials that may release flaming embers is allowed in the community.
- B. Patios and Vehicle Ports are not to be used for storage of any items, including household furniture, appliances, building material, automotive repair equipment, or other unapproved motor powered vehicles. During the off season, a Shareowner is allowed to store their own vehicle on their Lot, providing the vehicle has a current license plate and insurance coverage.

VI. USE AND OCCUPANCY

- A. The Lot shall be used for the sole purpose of putting a recreational vehicle thereon for the residential use and occupancy of the Resident. Only one (1) motorized or towable recreational vehicle is allowed on any Lot. A park model lot shall also be used for the sole purpose of residential use and occupancy of the Resident or Renter
- B. Without written prior consent of the Board of Directors, the premises may not be occupied by more than two (2) persons.

VII. LIABILITY FOR DAMAGES

- A. Neither the Corporation nor Management shall be liable for any loss of, or damage or injury to, a person or property of the Resident, or any occupant, Guest, or invitee on the Lot, caused by:
1. Any condition of the premises of the Community;
  2. Any act, fault, or neglect of any Resident or occupant of the Community, or any Guest or invitee of any Resident or occupant of the Community, or of any trespasser;
  3. Fire, water, steam, rain, hail, wind, flood, sewage odors, electrical current, insects, or any act of God;
  4. Theft or embezzlement, unless any of the foregoing was caused by active or willful misconduct on the part of the Corporation or Management.
- B. Resident shall indemnify and hold Corporation and Management harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of or damage, or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or any Guest or invitee of any occupant of the Lot.

VIII. INSURANCE

- A. The Corporation does not provide insurance for Resident's recreational vehicle, park model, coach house, shed, vehicle port or any other personal property located on or about Community property, including that located on the Lots.
- B. All vehicles, park models and coach houses must be adequately insured for liability. All sheds and vehicle ports must be, at a minimum, insured for liability coverage if insurance is available. A Resident shall furnish Management with a true and correct copy of its certificate of insurance as evidence as set forth in the immediately preceding sentence. Said certificate shall be furnished by the Resident to Management and form resubmitted if changes occur. Failure to furnish proof of coverage by January 31 shall result in a fine of one-hundred dollars (\$100). See XXI. Affidavit.

IX. SWIMMING POOL

- A. The Swimming Pool is open daily from dawn until dusk for Residents and their Guests. No children under sixteen (16) years of age are permitted in the Swimming Pool unless accompanied by a Resident.
- B. There is no lifeguard on duty. **SWIM AT YOUR OWN RISK.**
- C. All persons must shower before entering the pool.
- D. The wearing of sunscreen/tanning oil in the pool is prohibited.
- E. Children in diapers are not permitted in the pool unless they are wearing the specialized swimmer-diaper.
- F. The Corporation will not be held responsible to Residents or their Guests for any injuries or lost articles.

- G. When using any of the on-ground patio furniture, please return them to their original place before leaving. No equipment shall be removed from deck area.
- H. No glass containers are allowed in the pool deck area.
- I. No pets are permitted in the pool or deck area.

X. GUESTS

- A. A Guest may remain with a Resident for no more than fifteen (15) consecutive days or thirty (30) total days per year, unless such person has the permission of the Corporation or unless permitted by a properly promulgated rule or regulation. As provided under HOPA, the Corporation will consider exceptions to the thirty (30) days a year maximum for live-in health aids that provide care to disabled Shareowners.
- B. All Guests must be registered with the Board of Directors after seventy-two (72) hours using the "Guest Registration" form. It is the shareowner responsible for notifying Regal Ridge Cooperative via email. Children under sixteen (16) years of age must be accompanied by a Resident at all times when in any common area.
- C. Residents shall be solely responsible for the conduct of their Guests.
- D. All Guests must comply with the Rules and Regulations. It is the responsibility of the Resident to insure their Guests are informed as to such Rules and Regulations.

XI. PETS

- A. Residents shall be entitled to keep a maximum of two small to mid-sized pets per household. Definition of small to medium dog breeds as weighing up to 60 pounds and at the shoulder being up to 27 inches. No aggressive breeds allowed.
- B. A "Pet Declaration" form must be submitted annually, by January 10, to Management in order to ensure community safety and the safety of Residents' pets. All pets must be approved by the Corporation using the "Pet Declaration Form", before a pet owner moves into the Community or before a Resident obtains a pet after move-in.
- C. All pets must be leashed (if outdoors) or kept within the Resident's recreational vehicle, park model, coach house, or shed. Pets are not permitted to roam free.
- D. Management may restrict dog walking of pets to certain areas.
- E. Noisy or unruly animals, animals considered dangerous or vicious by Management and animals with respect to which a Resident file a justifiable complaint with the Board of Directors must be removed from the Community. No animal that has been removed from the Community under this rule shall thereafter again be permitted within the Community without the Board of Directors prior written consent. Florida Statute: Chapter 767 "Damage by Dogs," describes owner's liability and defines what is considered a "dangerous dog" (see 767.11).
- F. If for any reason your pet becomes lost or runs away, please notify a board member at once to assist in its prompt return. Any animal left roaming the Community unattended may be removed by Management.

- G. Pets may not be left tied unattended outside.
- H. When walking a pet, Residents must have with them at all times a suitable means to pick up feces and properly dispose of feces immediately. Pet feces must not be buried or covered over, but must be put in a suitable closed container and placed in the garbage for trash collection. It is the Resident's responsibility to maintain their Lot free and clear of pet feces at all times.
- I. Resident shall at all times be responsible for any and all damages caused by Resident's pet to property of the Community or another Resident in the Community and for any and all injuries caused by Resident's pet.
- J. The ability to have a pet is a privilege, not a right.

## XII VEHICLES

- A. The speed limit for all vehicles, including motorcycles and golf carts, is ten (10) miles per hour. Excessive noise is not allowed while operating a vehicle in the community. Children under sixteen (16) years of age are not allowed to drive a golf cart in the Community unless accompanied by a Resident.
- B. Bicycles and pedestrians have the right of way.
- C. Speeding in excess of posted limits is prohibited. All automobiles, and any other allowed vehicles must obey the posted speed limit and obey all "stop signs" or other posted warnings. A **FULL STOP** must be made at all Stop Signs. All of these rules will be strictly enforced for the safety of our Residents. Please inform all Guests and other visitors about the speed limit.
- D. The Corporation will ban from the Community any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community.
- E. The streets of the Community are private and not public thoroughfares.
- F. Residents must park their vehicles on their own driveway. Residents are permitted to park only the number of vehicles which their driveway will accommodate. All vehicles must have liability insurance in the minimum amount required by Florida law.
- G. Temporary vehicle parking, on another Resident's Lot, will be allowed for up to forty-eight (48) hours with permission from the Lot Shareowner. Temporary vehicle parking that will exceed forty-eight (48) hours requires prior approval, and a request must be submitted to the Board of Directors on the "Temporary Parking Permit" form. Any temporary vehicle parking arrangement that violates the Community's Rules and Regulations is prohibited.
- H. The street right-of-way and common areas may not be used for parking. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community premises and not on other Resident's Lots. Vehicles are not to be parked on the lawn or roads at any time. Only vehicles licensed and used for daily transportation will be allowed to be stored in the Community. All other vehicles must be removed from the premises with the following exception: During the off season, a Shareowner is allowed to store their own vehicle on their Lot, providing the vehicle has current license plates and current insurance coverage.
- I. Vehicles not in use or inoperative must be taken elsewhere for storage.

- J. All vehicles must have current license plates on them and be used by licensed drivers.
- K. Notwithstanding the foregoing or anything to the contrary herein, no commercial vehicles, (except company cars and passenger trucks), boats, boat trailers, etc. may be parked on any Lot without prior written approval by the Board of Directors. The only trailers that will be allowed on any Lot are cargo trailers, utility trailers and car dollies. These trailers must be kept in good condition and, whenever feasible, parked to the rear of the Lot as far in the back of the Lot as possible. The effective date of this is January 10, 2019.
- L. There is to be no repairing or reconditioning of vehicles on the Lots or streets except for emergency repairs. No motor oil or gasoline is to be placed in the trash receptacle or put down any storm water drains. As required by city and state laws, hazardous material of all kinds must be taken to special collection centers as specified by local government.
- M. Only Residents' cars, recreational vehicles, golf carts, motorcycles, vehicle ports, sheds, park models and lots may be washed in the Community.
- N. After being notified by Management, vehicles in violation of these rules may be towed away within twenty-four (24) hours at the Resident's expense, payable to the towing service, not the Corporation. Residents are responsible for Guests vehicles.

### XIII. LAUNDRY

A coin operated laundry is available for use by Residents only. Rules for the use of the laundry are posted in the laundry and must be observed by all users.

### XIV. REFUSE/RECYCLING

- A. Garbage, recycling and trash pickup is provided.
  - 1. All garbage must be placed in separate bags.
  - 2. All recycling must be placed in separate bags or stacked, in a manageable size, for ease of pickup.
  - 3. Landscape debris must be stacked, in a manageable size, for ease of pickup.
- B. No burning of trash, leaves or other materials, which may release flaming embers, is allowed in the Community
- C. No private trash receptacles are permitted outside except immediately prior to scheduled pick up.
- D. No paper towels, sanitary napkins, disposable diapers, cooking grease, rubber, cloth or plastic is to be put down toilets or sinks. Any clogs resulting from such disposal will be the sole responsibility of Resident.
- E. Residents are not to dump refuse in any area of the Community.

XV. SELLING, SOLICITING AND SUBLETTING

- A. No commercial selling, soliciting, pedaling or other commercial activities of any kind are permitted within the Community unless prior written consent is obtained from the Board of Directors. Request must be submitted to the Board of Directors for approval using the "Selling, Soliciting and Subletting" form. Hobby type activities are excluded from this requirement.
- B. Shareowners shall not allow any other person or persons to occupy, rent, sublet, lease or sublease any portion of the Lot, for fee or gratis, without prior written consent and approval of the Board of Directors. Approval of the Board of Directors shall be required and at its discretion, may require a personal interview with each person or persons prior to approval.
- C. It is the intent of the Corporation that the Community be operated as "housing for older persons," in accordance with the Federal Housing for Older Persons Act of 1995, (as amended or modified from time to time. Under HOPA, "older persons are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with the certain exceptions allowed by HOPA. At least eighty percent (80%) of all occupied Lots within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older.
- D. The Corporation requires that all Residents of the Community be at least forty (40) years of age, and all prospective Residents of the Community be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. All new Residents must be approved in writing by the Corporation before any sale of a share/Lot is consummated.
- E. Shareowners shall remain responsible for the Cooperative Fee until such time as their shares have been either sold or re-conveyed to the Corporation, as set forth in the Declaration of Master Form Occupancy Agreement ("the Declaration").

XVI. RESPONSIBILITIES

- A. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any recreational vehicle, park model, vehicle port, shed, golf cart, motor cycle or any other personal property left by the Resident or their Guests within the Community boundaries. The Corporation will not be responsible for supplies or equipment sent to the common areas and recreational facilities for private use by any Resident.
- B. The Corporation shall not be responsible for accident or injury to any person or property resulting from the Shareowner's or Tenant's use of the Community's recreational facilities. Residents and their Guests shall prevail upon themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such case
- C. Residents are responsible for damages caused by family or their Guests.

XVII. COMPLIANCE AND DEFAULT

- A. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and Paragraph 28 of the Declaration against any Shareowner for disregard of the Community rules and regulations; and further reserves the right to terminate the tenancy of any Tenant for disregard of Community rules and regulations.

- B. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and Paragraph 28 of the Declaration against any Shareowner, or terminate the tenancy, upon conviction of said Resident of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of other residents of the Community.
- C. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and Paragraph 28 of the Declaration against any Shareowner, or terminate the tenancy of any Tenant, upon determination by the Corporation that the Resident misstated any information on any application or entry forms required by the Corporation prior to admittance as a Tenant of the Community or Shareowner of the Corporation.

#### XVIII. CONDUCT

- A. Noise or conduct which the Association finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors (including security lighting shining into the windows of neighboring homes), or a nuisance to other Residents or which constitutes a breach of the peace is prohibited.
- B. All Residents and their Guests must conduct themselves in an orderly fashion.
- C. Quiet hours are between 10:00 PM and 8:00 AM. Men must wear a shirt other than an undershirt when in public areas.
- D. Illegal drugs will not be permitted.
- E. Open fires may not be built on Community common property with the exception of propane or charcoal BBQ grills. The use of common property for special events requires the prior written approval of the Board of Directors.
- F. When a complaint related to the personal conduct of another Resident is made, said complaint must be in writing and signed by the person lodging the complaint. The Board of Directors and Management will not become involved in personal conflicts unless such activities become detrimental to the Community at large.
- G. Residents are not allowed to give instructions or make requests of maintenance personnel or contract repair personnel. All requests must be made in writing directly to Management, who will then schedule the maintenance needed.
- H. The use or display of weapons within the Community by a Resident or a Guest is prohibited, including firearms, air rifles, slingshots, or any other weapon. This is in line with Florida Statute Chapter 790: Weapons and Firearms (see 790.053).
- I. Flying remote controlled aircraft, including drones, is not allowed on Community property. Aircraft devices are only allowed to be flown within the Shareowner's Lot boundaries.
- J. Offensive signs, placards, banners and flags are not permitted on any Lot or on Community property. Webster's Dictionary's simple definition of offensive is "causing someone to feel hurt, angry, or upset: rude or insulting." The complaint process outlined in section XIX should be used to report any offenses.

XIX. COMPLAINTS AND NOTICES

- A. All complaints must be made in writing to the Board of Directors. The delivery of written notices is required by Chapter 719, Florida Statutes, and shall be by mailing or delivery to the Board of Directors.
- B. If you have any complaints or recommendations, please submit them to the Board of Directors. Complaints can be submitted on the "Complaint" form or by any other written correspondence.

XX. MISCELLANEOUS

- A. Residents should promptly report vandalism of private or Community property to the Management or Board of Directors.
- B. All legitimate complaints must be in writing concerning infractions of these rules and should immediately be submitted to the Board of Directors.
- C. If a Resident is without a telephone, every effort will be made to promptly notify the Resident of emergency calls received by the Corporation (such calls are interpreted as having to do with serious illness, accident or death). The Corporation does not assume responsibility for delivery of any messages or failure to report such messages.
- D. If any provision of these Rules and Regulations be 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.
- E. The Rules and Regulations as presented herein are adopted by the Board of Directors of the DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, a Florida Cooperative Corporation, and supersede and replace all rules and regulations previously in effect prior to the acquisition of the Community by the Corporation. These revised rules and regulations are effective, May 4, 2016.

XXI RESIDENTS DOCUMENT SUBMISSION REQUIREMENTS

- A. Annual Mandatory Document Submission Requirements – Residents must provide the following documentation to Management annually during the month of January. New residents must provide these documents before purchasing property in Regal Ridge and thereafter every year in January:
  - 1. Recreation Vehicle current license plate information and related State vehicle registration.
  - 2. Recreation Vehicle proof of insurance for both liability and replacement value coverage
  - 3. Proof of insurance must be provided for Park Models, Vehicle Ports and all other personal property that is located on a resident's lot.
  - 4. Cars and other motorized vehicles proof of insurance
  - 5. Pet declaration

6. Cars and other motorized vehicles current license plate info and related State vehicle registration

B. As Required Document Submission Requirements – Residents must submit the following to the Board of Directors for approval prior to the activity taking place:

1. “Guest Registration” form
2. Renters’ Registration & Owner’s Information” form
3. “Permanent Improvement or Addition Request Form”
4. “Pet Declaration” form
5. “Temporary Parking Permit
6. “Selling, Soliciting and Subletting” form
7. “Complaints and Suggestion” form
8. “Affidavit” form

DEER CREEK GOLF AND TENNIS RV RESORT PHASE TWO CO-OP  
601 E. Oak Street, Suite C  
Kissimmee, FL 34744  
Phone 407-846-6323 ext. 55008 \* Fax 407-846-0301

Q. What is the purpose of rules and regulations?

“Rules and regulations serve many purposes necessary for a thriving society, including the punishment of wrongdoers, the resolution of disputes, and the promotion of the common good and moral habitation. The fact that every organized social institution, including families, schools and countries, have recognized rules shows humans’ dependence on established codes of conduct.

#### REHABILITATION LETTER

#### TO THE SHAREOWNER WITHIN REGAL RIDGE COOPERATIVE

Over the course of approximately ten months, the Regal Ridge Board of Directors along with the Rules and Regulations committee has engaged in revising the rules and regulations of our community. During this process, the shareowners were given the opportunity to write-in their comments in response to any revised Rule or Regulation. All comments received a written response from the committee and were also reviewed by the board. Once completed, the final version of the Rules and Regulations will be placed in the laundry room for easy access. They will also be emailed to all shareowners along with this rehab letter. In addition, the rules and regulations will be on Sentry Management’s web site. “The Rehabilitation Letter endeavors to “restart the clock” such that the Association will be well-positioned to timely, uniformly, consistently and properly enforce its Documents thereafter.” The board of directors of Deer Creek Golf and Tennis RV Resort, Phase Two, endeavors to enforce all Rules and Regulations. Please use this letter as formal notification of such, effective date: 05/04/2016.

Revised 01/10/2019