

# Southern Ducks RV Resort



## Rules & Regulations



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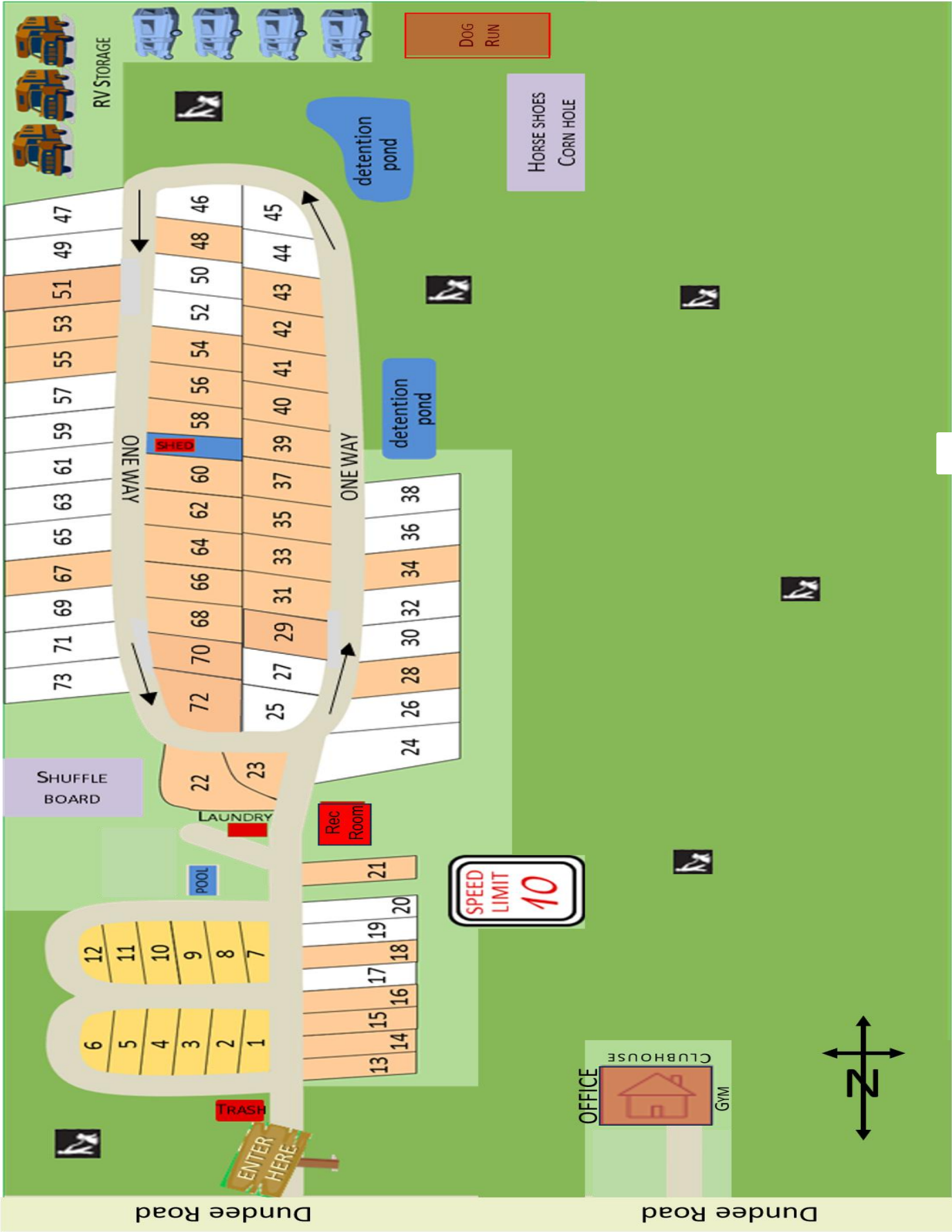
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PARK MAP





## DEFINITIONS

**“Eviction”** means expelling a resident, tenant, guest or visitor from Southern Ducks RV Resort.

**“Guest(s)”** means an individual(s) who rents a lot but maintains a permanent legal residence at a locale other than the Southern Ducks RV Resort. Guests may or may not receive mail.

**“Resort”** means Southern Ducks RV Resort.

**“Resort Management”** means owner, property manager, assistant manager, or other employee or agent of Southern Ducks RV Resort as identified to you from time to time.

**“Resort Owner(s)”** means the owner(s) or operator(s) of the Resort.

**“Resident(s)”** means a person(s) who owns a park model or RV and rents a lot within Southern Ducks RV Resort and pays lot rent year-round.

**“Rules”** means Southern Ducks RV Resort’s Rules and Regulations.

**“RV”** means self-contained motorhomes (class A, class B, class C), travel trailers and fifth wheels.

**“Tenant(s)”** means a person entitled to occupy a park model or apartment located in Southern Ducks RV Resort and who does not own the Park model or apartment. The term applies only to persons who have been approved by Resort Management pursuant to these Rules and Regulations.

**“Visitor(s)”** means all persons not renting a lot within Southern Ducks RV Resort but is present at the invitation of a Resident, Tenant or Guest.





These Rules and Regulations for Southern Ducks RV Resort are intended to maintain the appearance of the resort, the safety of our residents, tenants and guests, and the comfort of you and your visitors. Southern Ducks RV Resort has taken reasonable means to ensure that your stay is pleasant, safe and enjoyable.

## **COMMUNAL RULES**

- A. Rule infringements are handled as follows:
  - a. Infringements are cumulative
  - b. 1st written contact from the office is a fine
  - c. 2<sup>nd</sup> + written contact from the office is a higher fine
  - d. All fines are due immediately
  - e. If fines are not paid, they will be added to your rent and treated as such, including incurring late fees
- B. Quiet Hours are 10:00 P.M – 8:00 A.M.
- C. All residents, tenants, guests and visitors must conduct themselves in an orderly fashion and ensure their behavior does not annoy, disturb or interfere with other resort occupants and resort management.
- D. Noise or conduct that resort management finds objectionable, that disturbs the peaceful enjoyment of your neighbors, or is deemed a nuisance to other residents, tenants or guests, that interferes with resort management's operation of the resort or that constitutes a breach of peace is prohibited.
- E. Loud noises, annoying parties, abusive language and abusive actions are not permitted in the Resort.
- F. Persons not properly vetted by resort management are not permitted to use the resort's address.
- G. Harassment, bullying and/or intimidation is strictly prohibited. Engaging in such conduct is cause for termination of tenancy.

- H. Smoking and vaping are not allowed in any communal buildings or within the fenced area of the swimming pool area.
- I. Cigarettes must be completely extinguished and placed in a proper receptacle. *Cigarette butts must never be on the ground.*
- J. No alcoholic beverages may be used or consumed in the pool area.
- K. Illegal drugs are strictly prohibited in the resort.
- L. Theft of any kind is grounds for immediate removal.
- M. Criminal activity and behaviors encouraging or facilitating criminal activity are not permitted in the resort.
- N. The lot renter(s) is accountable for the actions of their visitor(s).
- O. No more than two (2) adult persons shall occupy a lot. Any additional overnight guests must provide a picture identification to the office prior to coming on the property and are subject to an additional charge.
- P. No political or offensive signs may be posted on lots.
- Q. No ground fires are allowed in the resort.
- R. Grills and chimineas are to be attended when in use and must be completely extinguished when not in use.
- S. Do not hang laundry outside of RVs in front lots (lots 1 – 12). Clothes lines are located southeast of the laundry room.
- T. Appliances such as freezers and refrigerators are not permitted outside your unit.
- U. No outside storage of anything except patio furniture and bicycles. Anything else must be approved by management.

- V. Temporary, pop-up gazebos are permitted ONLY when in use and must be attended at all times when up (e.g.: if you are barbequing and will be outside). Southern Ducks RV Resort experiences unexpected and strong wind gusts that can flip or carry the gazebo into neighboring units and lots. You are responsible if any property damage that arises.
- W. Southern Ducks RV Resort is not responsible for any damage to personal items while the items are on the property.
- X. Copyright infringement is illegal and not tolerated on any internet provided by Southern Ducks RV Resort or its owners. Offenders are legally liable for any damages (see Copyright Act of 1976). In addition, Southern Ducks RV Resort will fine you \$300 per work.
- Y. It is illegal to feed Sandhill Cranes (Florida Administrative Code 68A-4.001(6).
- Z. Do not place bird feeders on your lot. If you want to feed the birds (other than Sandhill Cranes), you may place bird feeders on or behind the tree line.
- AA. Property owners are responsible for any damage their property does to another's.
- BB. No one is permitted to climb the trees, play in the streets or on the lots of other residents. No one is to pass through another lot, unless permitted by lot renter. Residents shall be held responsible for their own actions and the actions of their visitors who violate these rules, and for any damages caused by such persons or actions.

## PETS

- A. Any variations to these Pet rules must be approved by management prior to bringing pet on the property.
- B. Proof of current rabies vaccination is required for all pets.
- C. Two pets are allowed per unit, additional pets need approval from resort management and will incur an additional pet fee.
- D. Pets are the responsibility of their owner(s).
- E. No pure breeds or cross-breeds of Akitas, Chows, Wolves, Rottweilers, Pit Bulls, Dobermans or any undomesticated or vicious animals allowed in the resort.
- F. Dogs over 50 pounds must be preapproved by resort management.
- G. Pets must be supervised and leashed at all times when outside. Pets may not be tied out and left alone.
- H. Pet waste relief areas are in front of lots 1-6, behind lots 19-38, and in the back across the street from lots 45 and 46.
- I. Pet waste must be immediately ***picked up, bagged and placed in a proper trash receptacle.***
- J. Do not place pet waste under units, property fences, in sewer pipes or in surrounding shrubbery, weeds or woods. Pet waste may only be placed in proper receptacles.
- K. Do not throw loose pet waste into the dumpster, trees, or anywhere else in the resort.
- L. Pets are to be kept on a short leash (6 feet or less) when walking through the Resort. Long leash areas are in front of lots 1-6, behind lots 19-38, and across

the street from lots 45 and 46. Pets are only allowed to be off leash in the dog run, located in the far back of the resort.

- M. Pets are not permitted to urinate on the flowers.
- N. Pets are not permitted in any communal building, the pool area or other lots.
- O. Excessive pet noise is not permitted.
- P. A dog run is available in the back of the resort. All pets and persons enter at their own risk and all pet rules must be followed (including picking up any pet waste).
- Q. Do not leave dogs unattended overnight.
- R. Resort management reserves the right to make case by case decisions on pets and can, at any time, terminate approvals granted for pets based upon incomplete or inaccurate information.
- S. No pet with a history of biting or attacking any person shall be allowed in the resort. Any resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the resort.
- T. If a complaint is received by resort management regarding the behavior of a particular pet, which resort management deems valid, the pet or pet owner(s) may be permanently removed from the resort.

## **VISITORS**

- A. Residents, tenants and guests are solely responsible for the conduct of their visitors and their adherence to these Rules.
- B. All visitors must check in with the resort office prior to their initial visit to the resort.

- C. No more than two (2) visitors may stay overnight at a time, on any lot.
- D. There is a \$10.00 charge per night, per visitor.
- E. Visitors are not permitted to reside or stay in the resort in the absence of the resident, tenant or guest.
  - a. Contact the office in advance, if there are special circumstances, like a hurricane.
- F. Total combined overnight stays by any visitor may not accumulate more than fifteen (15) consecutive nights with a total accumulation that does not exceed thirty (30) nights in any calendar year.
  - a. If a visitor(s) accumulates fifteen (15) nights, they must leave the resort for no less than seven (7) days and nights before they may return.
- G. Visitors are not allowed to accrue time on multiple lots to extend their stay.
- H. A resident, tenant or guest must accompany any visitors to the pool, rec room, clubhouse and the exercise room.
- I. The resort is not a daycare and cannot be treated as such. Visiting children must be limited, need resort management approval and cannot stay longer than 14 days in a calendar year. Children are to be supervised at all times when outside, they cannot run or play in the streets and they cannot interfere with the safety, comfort or breach the peace of the resort's residents, tenants and guests.

## **VEHICLES AND PARKING**

- A. The resort's speed limit is 10 miles per hour.
- B. The streets within the resort are private.

- C. The streets within Southern Ducks RV Resort must be unincumbered so as not to impede the traffic flow of private vehicles, RVs, or emergency vehicles.
- D. Vehicles must comply with all posted traffic signs.
- E. If your lot has a paved or concrete driveway, your vehicle(s) must have all tires on the pavement/concrete. If you wish to park differently, you will need to have pavers installed so you do not drive on the grass. Contact the office to get the contact information for the approved contractor and materials.
- F. Parking is evaluated for each individual lot, based on room and aesthetics. However, there is a maximum of two (2) vehicles that may park on a lot.
- G. If a resident, tenant or guest plans on having visitors, contact resort management in advance to ensure parking accommodations and other safety details.
- H. Only persons with a current and valid driver's license may operate a motor vehicle in the resort.
- I. All vehicles in the resort must be aesthetically pleasing with no visible damage, leaks or excessive noise.
- J. Wheel coverings must be of commercial manufactured design.
- K. All vehicles, including RVs, must be legally registered and insured and are prohibited to interfere with the peace, privacy, and/or general welfare of residents, tenants and guests. Residents, tenants and guests are responsible to ensure that visitors' vehicles comply with these rules.
- L. Pedestrians and bicycles have right-of-way. Golf carts must give right-of-way to cars when not following the one-way traffic flow.
- M. Any vehicle (including motorcycles) that interferes with the peace of other residents is not allowed in the back lots during quiet hours (10:00 PM – 8:00 AM).

- a. Loud vehicles that will be used during quiet hours must park at the office.
  - b. Loud vehicles must never idle or be used for recreational or joyriding within the resort.
- N. Simple vehicle repairs that will be completed in one day are permitted on your lot. This excludes fluid changes. Contact the office if you want to perform fluid changes.
- O. Vehicles that violate the rules will be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service, not the resort.
  - a. We use Bolton Towing Service, Inc. 863-299-9966
- P. Speed bumps are a safety device. The resort owner and resort management are not responsible for any damage or personal injury resulting from contact with a speed bump or avoiding a speed bump.
- Q. No one is permitted to park on a vacant lot.
- R. Parking, including golf carts, is not permitted on the black top in front of the laundry room, it is strictly for loading and unloading. For those unloading/loading, you must allow room for the door to be easily accessible.

## **USE OF RECREATION FACILITIES**

### **SWIMMING POOL RULES**

- A. Persons using the pool do so at their own risk, there is no lifeguard on duty.
- B. Users must obey all posted signs regarding pool use.
- C. The pool is accessible during daylight hours only. Approximate hours are:



- a. Winter Season (Daylight Savings Time) 7:30 AM – 5:00 PM.
- b. Summer Season 7:00 AM – 7:00 PM.
- D. Pool use is for residents, tenants and guests only.
  - a. All visitors must be attended by a resident, tenant or guest.
- E. Alcoholic beverages, smoking and vaping are not permitted inside the fenced pool area.
- F. No pets allowed in pool area.
- G. All persons must shower before entering the water (an outside shower is provided in pool area).
- H. No person may enter the swimming pool with oil, lotion or suntan products on their body.
- I. No glass containers of any kind are allowed in pool area.
- J. Children are strictly prohibited without close supervision.
- K. Do not swallow or drink the pool water.
- L. Proper attire, manufactured for swimming, must be worn and in good condition.
- M. All persons who are incontinent or who are not potty-trained are not permitted in the water.
- N. Anyone who is ill, has a skin disease, has diarrhea or has an open wound is not permitted in the pool.
- O. No running or horseplay is allowed in the pool area.
- P. Diving is not permitted in the pool.

## CLUBHOUSE RULES

- A. The clubhouse is for residents, tenants and guests. Any visitors must be accompanied by a resident, tenant or guest.
- B. Residents, tenants and guests are responsible for turning off the lights, air conditioning and heating when unoccupied.
- C. Residents, tenants and guests are responsible for cleaning up after each use (including the kitchen, gathering areas, exercise room and restrooms).
- D. Smoking and vaping are not permitted in the rec room.

## EXERCISE ROOM

- A. CALL 911 for any emergency!
- B. Consult a physician before beginning any exercise program
- C. For use by residents, tenants and guests. All visitors must be accompanied by a resident, tenant or guest.
- D. Use of equipment is at your own risk
- E. No one under 18 allowed in exercise room
- F. User is responsible for knowing their physical limitations
- G. No alcoholic beverages, smoking, vaping, eating or horseplay
- H. Appropriate shoes and exercise attire are required
- I. Use equipment only for its intended purpose
- J. Wipe off equipment after each use and clean up after yourself
- K. 20-minute limit per station when others are waiting
- L. Nothing breakable is allowed in the exercise room

- M. Do not drop the weights
- N. Return weights when finished
- O. Respect others' personal space
- P. Report any unsafe conditions or faulty equipment to management
- Q. Southern Ducks RV Resort assumes no liability for injuries, accidents, theft, or loss
- R. Always practice safety and courtesy with others

## MAILROOM RULES

- A. Mail cubbies are for incoming mail, packages and messages.
- B. To send a piece of mail, put it in the mailbox in the mailroom (remember to raise the flag) or take it to a post office or shipping company.
- C. Smoking and vaping are not permitted in the mailroom.
- D. Mail to be sorted by resort staff only.

## REC ROOM RULES

- A. Parking, pausing and stopping your vehicle in front of the rec room is not permitted.
  - 1. If you are loading or unloading, park so vehicles are able to drive around you.
  - 2. Violators are monetarily responsible for any damages made to the Resort by passing cars and emergency vehicles.
- B. The rec room is for residents, tenants and guests. Any visitors must be accompanied by a resident, tenant or guest.

- C. Residents, tenants and guests are responsible for turning off the lights, air conditioning and heating when unoccupied.
- D. Residents, tenants and guests are responsible for cleaning up after each use (including the kitchen, gathering areas, restrooms and pantry).
- E. The shower is not for use.
- F. Pets are not permitted inside the rec room.
- G. Smoking and vaping are not permitted in the rec room.

## LAUNDRY ROOM RULES

- A. The laundry room is available at user's risk. The resort is not responsible for any loss or damage to the user or user's items
- B. Laundry room hours are: 8:00 A.M. – 10:00 P.M.
- C. Smoking and vaping are not allowed in the laundry room or the outside area around the laundry room
- D. Pets are not permitted in the laundry room
- E. Vehicles may only drop off and pick up near the laundry room door. You are not allowed to park on the black top in front of laundry room. If you want to park, do so in the visitor parking area, next to the pool
  - a. If you are loading/unloading, give enough space so others may comfortably use the door
- F. Use liquid detergents only. No powered detergent is allowed in the resort's septic system

- G. Be considerate of others when leaving your clothes unattended in a machine, unless you do not mind others removing your clothes when the cycle ends
- H. Do not wash pet beds and blankets. The fur gets on other people's clothes and clogs the machines, pipes and filters.
- I. The user is responsible to verify the machine is clean before and after use
- J. Empty the lint traps after each use of the dryer
- K. Clean up after yourself when you're finished

## MAINTENANCE SHED RULES

- L. Only residents, tenants and guests that have signed a liability waiver are permitted to use the maintenance shed.
- M. The resort is not liable, accountable or responsible for any damage, injuries or destruction that occurs in or around the maintenance shed.
- N. The maintenance shed is intended to provide a place for general maintenance and upkeep of vehicles that can be safely and effectively performed.
- O. Alcoholic beverages, smoking and vaping are not allowed in the maintenance shed or the outside area around the maintenance shed.

## DOG RUN RULES

- A. The dog run is for Southern Ducks RV Resort patrons only.
- B. Obstacles and equipment are for dogs only.
- C. Dog run users and dog owners assume all risks.

- D. The resort is not responsible for any injuries sustained or caused by you or your pet(s).
- E. Pet waste must be picked up immediately.
- F. Pet waste must be properly bagged and disposed of in an appropriate receptacle.
- G. Owners and handlers must have control over their pets at all times.
- H. If your pet gets aggressive, it must be removed immediately.
- I. Pets must enter and leave the dog run on a leash.
- J. Dogs who are sick, in heat or are not fully vaccinated are not allowed to use the dog run.
- K. Pets must be attended at all times while in the dog run.
- L. All pets must be up-to-date on all their shots before entering the dog run.
- M. No glass or alcohol is allowed in the dog run.
- N. Persons under the age of sixteen (16) must be attended by an adult.
- O. The dog run is for added enjoyment while at the resort, please do not abuse it.
- P. Alcoholic beverages, smoking and vaping are not permitted inside the dog run.

## **TRASH AND GARBAGE**

- A. The dumpster is located at the resort entrance.
- B. All rubbish and garbage must be securely tied in plastic bags and all cardboard boxes must be broken down before being placed in the dumpster.

- C. Do not leave trash or garbage outside of the dumpster.
- D. Do not place your garbage and trash outside your lot before taking it to the dumpster. It will attract wild animals.
- E. Residents, tenants and guests are responsible for cleaning up any scattered or remaining residue around the dumpster that occurs while placing waste into the dumpster.
- F. The waste removal company only removes normal, bagged household garbage and broken-down cardboard boxes. If you have a large amount of household garbage or any trash, please call the office prior to placing it in the dumpster.
- G. Any incurred fines due to negligence or recklessness will be passed on to the responsible party.

## **WATER AND SEWER**

- A. The resort runs on septic systems and care must be taken.
  - 1. Toilet paper and black tank deodorizers must be safe for septic systems.
  - 2. Do not place/pour/flush yarn, diapers, cat litter, oil, food, etc. down the toilet, shower or sink.
  - 3. Do not use powdered detergents.
- B. Do not use garbage disposals.
- C. Washers in park models and RVs are for personal use only and carry a monthly water charge. An additional water charge will be incurred if anyone else uses your washer.
- D. Washing vehicles on your lot will incur a water charge:
  - 1. Full timers are allowed two motorhome washes per year

2. Additional motorhome washes are \$20.00 each instance
  3. Small boat washes are \$10.00 each instance
  4. Cars are \$5.00 each instance
- E. Use water conservatively; hand sprinkling only.

## **DEPOSITS AND PAYMENTS**

- A. Acceptable payments are cash, check and credit/debit card.
- B. Monthly rent is to be submitted to the office on or before the first (1<sup>st</sup>) of every month without demand or request. If you submit any portion of your rent payment after the fifth (5<sup>th</sup>) of the month, you will incur a 10% (of your monthly rent) late penalty.
- a. This includes any unpaid fines and electric charges
- C. Rent concessions are given to those whose units are tied down or who enter into a contract for a specified duration of time. The duration of the contract and the concession amount are outlined in the current Rate Sheet, which may be obtained from the office.
- D. Short term tenants who cancel their reservation will incur a 25% administrative fee (of the deposit amount).
- E. Year-round tenants that depart before satisfying twelve months will lose their deposit.
- F. Year-round tenants may apply their deposit toward their rent after successfully satisfying twelve months.



- a. If you pay the park for electric, management will keep \$200 toward electric until you leave.
- G. Monthly electric payments are due with rent payments, unless an arrangement has been made with resort management.

## **RESERVATIONS**

- A. Reservation Forms can be obtained from the office.
- B. The resort is a 'first come, first serve' facility with preference given to longevity of stay.
- C. Short term tenants who cancel their reservation will incur a 25% administrative fee (of the deposit amount).

## **COMPLAINTS, SUGGESTIONS AND MAINTENANCE REQUESTS**

- A. Submit your complaints to [SouthernDucksRVResort@gmail.com](mailto:SouthernDucksRVResort@gmail.com) or in person to the office.
- B. A suggestion box is available in the mailroom.
  - We encourage you to submit your ideas.
  - Submitting a suggestion does not guarantee implementation.
- C. Submit maintenance requests to the resort office.

## **SOLICITING OR PEDDLING**

- A. Soliciting and peddling is not permitted in the resort.

- a. Report any soliciting or peddling to the office immediately.

## **BUSINESS**

- A. Illegal “businesses”, such as prostitution, escorts, drug dealers, etc., are strictly prohibited and will be immediately reported to the authorities.

## **OCCUPANCY**

- A. Any person applying for admittance as a resident or tenant of the resort must fill out an application and be interviewed by resort management. All prospective residents and tenants and guests must read and sign a form stating that they understand and will abide by The Rules & Regulations.
  - a. All renters in the resort, regardless if they do not sign the Rules & Regulations are still bound by them and will be held responsible and accountable for following them.
- B. Prospective residents or tenants of the resort must be approved by resort management based upon: (1) completion of an application; (2) credit, background, reference and criminal history check; and (3) an interview of all persons planning to occupy the park model, RV or apartment. Such written approval will not be unreasonably withheld; however, resort management does reserve the right to refuse admission to the resort to any person(s) deemed not suitable in its sole discretion. Any misrepresentations, whether written or oral, made by an applicant, as to the number, age, or identity of persons residing in the home, about pets, personal background, past landlords, or made to induce resort management to admit the prospective resident(s) or tenant(s) are deemed material, fraudulent and a conclusive breach of the application and shall void the approval of the resident(s) tenant(s) or guest(s).

- C. If a conclusive breach of the application is discovered after the applicant has become a resident or tenant, it is grounds for immediate eviction and the duplicitous party(ies) is responsible for all costs associated to enforce their eviction.
- D. Infractions of these rules are considered grounds for eviction.
- E. No one other than those named on the title of the park model or RV shall be allowed to reside on a lot without prior written consent from resort management.
- F. The purchase of a park model or RV by someone who has not obtained written consent from resort management shall not constitute permission or right for the purchaser(s) to reside within the resort.
  - a. A completed and approved application and a transfer fee of \$500.00 (for park models and RVs already in the resort) must be received by resort management prior to the:
    - i. arrival of the resident's park model or RV
    - ii. transfer of title when the park model or RV is already in the resort
    - iii. taking possession of an apartment by a tenant(s)
  - b. Resort management reserves the right to terminate the residency or potential residency of anyone who fails to comply with these requirements.
- G. A copy of the current and legal title must be submitted to the office within thirty (30) days of approved residency and kept on file in the office for the duration of the title's legal status.
- H. Residents may not own more 2 park models in the resort.

- I. Residents must submit a copy of their current and valid insurance and registration to resort management. As the insurance and registration policies are renewed, new copies must be submitted and filed in the office.
- J. No one is permitted to climb the trees, play in the streets or on the lots of other residents. No one is to pass through another lot, unless permitted by lot renter. Residents shall be held responsible for their own actions and the actions of their visitors who violate these rules, and for any damages caused by such persons or actions.

## **LOT CARE**

- A. Lot and park model improvements are encouraged, but must be pre-approved by resort management, particularly if digging or planting is involved.
  - a. Any improvements done to the property (land) must be left or returned to their original condition before leaving (e.g.: pavers must be left or if removed, grass must be replaced and in good condition).
- B. All work done to your park model or RV must be done by vendors who are bonded and insured. They must submit their COI, W-9, vehicle insurance and Worker's Compensation/Waiver (if needed) to the office prior to commencing any work.
  - a. Residents/guests need to alert resort management prior to the vendor arriving and to receive parking instructions for the vendor's vehicles.
  - b. Friends and family who do not meet the above criteria are not allowed to perform any work in the resort.
- C. It is the resident's responsibility to ensure their lot and park model/permanently placed RV and shed are properly maintained by resort

standards and comply with all municipal, county and state housing and health codes.

- D. Resort standards mandate the yard and unit be in good repair and aesthetically pleasing. The outside of the unit must be clean and in good repair, and the yard must be free of equipment, boxes, cans, bottles and debris of any matter. You will receive a notice from resort management if you do not comply with these mandates. Continuing to not adhere to said mandates will provide resort management with the opportunity, but not the obligation, to have the necessary work performed and shall have the right to fine the resident for materials, equipment, chemicals, labor or as a penalty.
  - a. Fines must be paid immediately and if not, will be collected with the monthly rent (and treated as monthly rent).
- E. Do not blow or put yard debris in the street or on other lots. If you need assistance or instructions on where to put your lot debris, call the office.
- F. Residents that will be absent from the resort must secure all exterior belongings to avoid possible damage to other residences and the resort due to weather or any Act of God.
- G. The resident, tenant or guest is responsible for any damage their (or their visitor's) belongings cause.
- H. The resident is responsible for all fines imposed by any governmental agency for failure to comply with their codes. If said fines are imposed to the resort due to noncompliance of a resident, the resident shall immediately reimburse the resort for the fine.
- I. Should the resident's park model or permanently placed RV be destroyed by fire, weather, Act of God, or any other means, resident must remove the salvage from the lot within fifteen (15) days of the event, unless approved by resort management.

- J. Patios and the un-skirted space under the RV is not to be used for storage.
- K. Units that are for sale can put one (1) standard sized sign in their front window.

## MOWING

- A. Southern Ducks RV Resort will mow and weed eat your lot, but will not engage areas that are unreachable by our equipment, gardens, rock gardens or other areas that aren't part of the basic lot. The renter is responsible for keeping those areas up to resort standards, even when away.

## SALE AND/OR REMOVAL OF PARK MODEL

- B. All homes in the resort must be built in accordance with the Park Model Construction and Safety Act of 1974 (*"the HUD code"*). Homes built prior to 1976 which may not be in accordance with *the HUD code* may be "grandfathered" in by written agreement with resort management.
  - 1. **Notice to the Resort Management.** A resident intending to sell their park model shall give resort management notice of such intention and the name and address of any proposed purchaser, the purchase terms, and any additional information concerning the proposed purchaser. Resident shall direct the proposed purchaser to resort management for an application. Within thirty days of purchase, the purchaser shall provide resort management with true copies of the legal title, insurance and registration, all showing in the name of the purchaser.

2. **Transfer Fee.** There is a transfer fee for every park model or RV sold on the community's property. The seller must pay the resort a minimum of \$500.00 for each transfer made on the resort's property within two (2) days of the sale. If the seller fails to pay the transfer fee, the resort will not recognize the sale and the seller will be subject to an immediate eviction, where the seller is responsible and legally bound to pay all eviction costs incurred by the resort.
3. **Application Form.** Resort management is vested with the authority to mandate an application that requires specific personal, social, financial and other data relating to the proposed purchaser/prospective resident in order for the resort to responsibly investigate the proposed purchaser/prospective resident.
4. **Failure to Obtain Approval of Park Management.** Any person who purchases a park model or permanently placed RV that is located in the resort, but does not obtain approval from the resort management to become a resident, prior to purchase of the home, shall be subject to immediate eviction at their expense.
5. **Disapproval by the Resort Owner.** In accordance with applicable state and federal laws, resort management may disapprove the prospective resident if the prospective resident does not qualify to be a resident by giving notice to the prospective resident of the disapproval. If the resort management shall disapprove a proposed purchaser, such disapproval shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective lot. In the event of disapproval, the resort management may pursue all remedies available at law or in equity.

C. Resort management shall have the right to inspect the park model/RV prior to approving a proposed purchaser. Homes must meet all local code

requirements, including electrical and plumbing, but not limited thereto. Prior to written approval of the purchaser, the seller and the purchaser must provide written assurance to resort management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Resort rules as set forth in these Rules and Regulations. Resort management has the right to deny approval of the proposed purchaser if such work is not done.

- D. Homeowners may display one standard sized for sale sign in their front window.
- E. The resort management requires that any park model or RV not meeting the resort's established rules, as required by these rules, or any park model or RV which is improperly maintained, be upgraded to improve the quality and appearance of the park model or RV. Failure to meet the resort's requirements shall be a violation of these Rules.
- F. In the event Homeowner intends to move her/his RV or park model from the resort, she/he/they must give written notice to resort management of that intent at least thirty (30) days prior to the moving date. Such move must be made during office hours, Monday – Friday, so resort management may have an inspector present. Only transporters of park models, properly authorized by governing authorities, are permitted to move homes into or out of the Resort. Such transporters must provide resort management with a security deposit of \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000) to ensure against personal injury and damage to property. Written permission from resort management is required prior to any move of a park model either into or out of the Resort. All current charges must be paid in full at the resort office before the home is moved from the resort. Unused deposit funds will be returned to the depositor after the date of removal.



- G. Resort management requires that each resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the state and the county in which the resort is located.

## **SETUP: NEW, RESALES AND RENTALS**

- A. The location and positioning of a non-resort owned home being placed on a lot will be carried out under the direction of resort management. The style and quality, size and type of all proposed additions or other improvements to resident's home or lot will be subject to resort management's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the community.
- B. Resort management has installed a working smoke alarm(s), carbon monoxide alarms and a fire extinguisher in each home rented to tenant(s) as required by law. **Tenant(s) must not disconnect or intentionally damage any alarm or remove the battery without immediately replacing it with a working battery.** Tenant(s) shall not remove the fire extinguisher and agrees to check it monthly for a full charge. Tenant(s) agrees to monthly test the alarms to ensure they are functioning properly and to replace the batteries as often as may be necessary, but in any event at least every six (6) months. If tenant(s) has reason to believe that any alarm or other safety device is not operating properly, tenant(s) agrees to immediately notify resort management.
- C. Responsibility for compliance with applicable zoning or code provisions shall be that of the resident(s). Only new homes (never previously occupied) and used homes which have been approved in advance by resort management as acceptable for location within the resort will be allowed in the resort. A plot

plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the resort management. Written approval from the resort management is required prior to the commencement of any work. All persons involved with the move in and set up of the home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of the homeowner.

D. Park models and permanently placed RVs must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with resort management's specifications. Park models and permanently placed RVs must be anchored immediately, as required by governmental regulations.

- 1) No fences are permitted except those installed by the resort or otherwise expressly consented to by resort management.
- 2) Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets or the like shall not be used as a window covering or shade device.
- 3) No air conditioning unit shall be located in the front window of the park model or front wall, or any wall facing the street. Central air conditioning must be installed in park models coming into the resort.
- 4) No aluminum foil, blankets or the like shall be placed in any window in the park model while being inhabited. Aluminum panels are permitted while the unit is closed during times of vacancy.

E. All of the materials utilized in connection with the erection and completion of the resort shall be of a quality type, style, color and pattern approved in advance by resort management. Resort management shall have approval

rights over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the resort. All installations shall comply with federal and state and local laws, codes and regulations, and shall comply with these rules.

- F. Subleasing and renting of a park model or permanently placed RV is not permitted by anyone within the resort, other than the resort itself. The name(s) on the legal title must match the person(s) residing in the park model or permanently placed RV.
- G. Permanently located trailers shall have properly installed tie downs and skirting that meet the resort management's standards and comply with all regulatory requirements.
- H. Additions, such as patio roofs, screened porches and utility rooms must have resort management approval and require a Polk County Building Permit.
- I. Residents may not own more than two park models in the resort.

## **INSURANCE AND REGISTRATION**

- A. The resort does not provide insurance for any park model, RV or vehicle that resides on a lot for usage or storage. All park models, RVs and vehicles must have a valid insurance policy and registration prior to entering the resort and while it is located in the resort.
- B. Any person who owns a park model or RV in the resort must provide a copy of their current and valid insurance policy, title and registration to resort management. New copies must be filed in the office as they are legally renewed.

## **DEFAULT AND EVICTION**

- A. Any violation of these rules shall, at the resort management's option, be grounds to evict the violator(s) from the resort.
- B. The violator(s) is responsible for all fees and costs, legal and otherwise, incurred by the resort during and after the eviction process.
- C. Southern Ducks RV Resort is not responsible for any damage to any items while removing them from the property.

## **SPECIAL EXCEPTIONS**

- A. All deviations from these rules can only come from resort management.

## **OFAC REPRESENTATION**

Resident hereby represents that neither resident nor any person who resides or is proposed to reside with resident in the resort is or will be a Prohibited Person, as that term is hereinafter defined. A "Prohibited Person" is an entity, person, or party: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.teas.gov/ofac/t11sdn.pdf>) (the "OFAC List"); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above.

## FINE PRINT

Southern Ducks RV Resort shall not be liable for any loss or damage to any resident, tenant, guest or visitor by reason of fire, theft, accident, windstorm, or any other causes whatsoever, whether or not said damage is as a result of negligence on the part of Southern Ducks RV Resort. Each resident, tenant, guest and visitor shall indemnify and hold Southern Ducks RV Resort harmless from any loss, claim, liability, demand, or damage resulting from any injury or accident occurring at Southern Ducks RV Resort. Each resident, tenant, guest and visitor shall maintain liability and casualty insurance, insuring their personal property.

These regulations shall be binding upon each resident, tenant or guest of Southern Ducks RV Resort and each visitor or said resident, tenant or guest. These regulations may be amended from time to time by the management of Southern Ducks RV Resort and any amendment shall be binding upon the residents, tenants, guests, and visitors. These regulations shall be considered a part of and are incorporated by any reference in any lease or rental agreement (verbal or written) between Southern Ducks RV Resort and any resident, tenant or guest thereof.

The resort management reserves the right to evict anyone who refuses to comply with these rules and regulations. Residents, tenants and guests are responsible for all fees and costs incurred by Southern Ducks RV Resort during and after the eviction process.

Rules may change without notice.

Any violation, infraction, breach, or default of our rules is grounds for eviction from the resort. Any person found withholding or altering information will be immediately removed from the property. Any fees incurred by Southern Ducks RV Resort to enforce any removal is the responsibility of the tenant, guest or perpetrator.

Based on the date updated, the newest Rules and Regulations supersede all previous versions. Any violation, infraction, breach, or default of these rules is grounds for eviction from the RV Park.

**ANY MISREPRESENTATION (INCLUDING SELF, UNIT, GUESTS OR PETS)  
IS GROUNDS FOR IMMEDIATE REMOVAL**





## **Southern Ducks RV Resort**

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