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OLD BRIDGE VILLAGE CO-OP, INC.

Rules and Regulations

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OLD BRIDGE VILLAGE

RULES AND REGULATIONS

The following Rules and Regulations have a fourfold purpose:

1. to preserve, protect and enhance Old Bridge Village property values and assets,
2. to promote harmonious living,
3. to ensure that Residents and their guests can use and enjoy our community's common facilities, and
4. to advocate safety.

The Rules and Regulations apply to all Residents and their guests. The rights and responsibilities of Park Residents are contained in the governing documents of Old Bridge Village Co-op, Inc. Violators of these Rules and Regulations will be subject to corrective action, which may lead to legal action.

I. DEFINITIONS

- A. **"Co-op", "Cooperative," or "Corporation"** means the Old Bridge Village Co-op, Inc., the Park owner.
- B. **"Cooperative Documents"** means the Co-op's Articles of Incorporation, Bylaws, Master Form Proprietary Lease, Memorandum of Proprietary Lease, Membership Certificate and Rules and Regulations.
- C. **"Cooperative Parcel"** means the Membership Certificate, Proprietary Lease and, if applicable, the home affixed to the leased lot.
- D. **"Homes"** means mobile and manufactured homes.
- E. **"Homeowner"** means any person or persons who own their home and pay a lot rental amount to the Co-op for the lot upon which the home is located.
- F. **"Management"** means any professional management company with which the Co-op has entered into a contract to manage the Co-op day-to-day operations of the Park, or in the absence of same, any person or persons appointed by the Co-op Board of Directors or employed by the Corporation to perform necessary managerial duties or to perform duties consistent as a Park Manager.
- G. **"Marina"** means a docking area containing slips for boats that is located behind the Clubhouse with additional area containing docks located along New Post Road. It also includes the Kayak dock and boat ramp.
- H. **"Membership Certificate"** means the Membership Certificate (Share) issued to each Co-op member that evidences membership in the Co-op and ownership of an undivided share in the assets of the Co-op.
- I. **"Park"** means Old Bridge Village, a mobile home community located in North Fort Myers, Florida.
- J. **"Park Facilities" or "Amenities"** means the Clubhouse, the White House, the Fitness and Rec Centers, pools, hot tub, shuffleboard courts, tennis courts, putting greens, Bocce ball courts, Pickle Ball Courts, Marina, boat launch, kayak dock, horseshoe pits and other facilities or amenities located on the common areas of the Park.
- K. **"Private Dock"** means the dock attached to a waterside lot or assigned by the Co-op to a non-waterside lot.
- L. **"Resident"** means any person, whether Shareholder, Homeowner or Tenant who resides in a home in Old Bridge Village.
- M. **"Shareholder" or "Member"** means the person or persons who have purchased a Membership Certificate (Share) in the Co-op and a Proprietary Lease on their lot in the Park.
- N. **"Tenant" or "Renter"** means any person or persons renting a home owned by the Co-op, Shareholder or a Homeowner.

II. RESIDENCY/OWNER/OCCUPANCY

- A. 1. Old Bridge Village has been developed and marketed since its inception as a retirement community for Residents 55 years of age and older. Thus, the Co-op will make its best efforts to assure that a sufficient number of future Residents are of that age to assure an exemption under the *Fair Housing Amendments of 1988* and the *Housing for Older Persons Act of 1995*. Residents and prospective Residents must produce evidence acceptable to the Co-op Board of Directors of prospective Resident's age. One Resident in each home must be fifty-five (55) years of age or older, provided, however, if 85% of the homes in the Park are

occupied by at least one person fifty-five (55) years of age or older, then the Co-op Board of Directors, at its sole discretion, may (but is not required to) permit occupancy by two persons, the youngest of which must be forty (40) years of age or older. No other person or member of Resident's family shall permanently reside in the unit who is not at least forty (40) years of age or older without the written consent of the Co-op Board of Directors. No more than two (2) persons may reside in a home on a fulltime basis without written consent of the Co-op Board of Directors.

2. Prospective Residents must complete the "Application for Occupancy" furnished by Management. Management shall, as soon as possible after receipt of the Application, notify the applicant of the approval or disapproval of the Application. Application for residency in the Park must precede occupancy.

- B. Any person or persons occupying any Home who has/have not met any of the requirements set forth in Rule IIA above shall be regarded as a "guest" and will be subject to the community's rules governing guests.

III. GENERAL RULES FOR PURCHASING, SELLING OR RENTING OF HOMES AND/OR COOPERATIVE PARCELS WITHIN OLD BRIDGE VILLAGE

- A. The purchasing and selling of homes or cooperative parcels and the renting of homes in the Park is always subject to, and must be in accordance with, the provisions and restrictions contained in these Rules and Regulations and the applicable Cooperative Documents or prospectuses and chapters of the Florida Statutes. All prospective Tenants, Homeowners or Shareholders must register and apply for occupancy and be approved for residency in the Park by Management/Co-op Board in accordance with Section II herein. All prospective purchasers of previously un-issued Membership Certificates and prospective assignees of Shareholders must comply with the provisions and requirements for the transfer of Cooperative Parcels as provided in Section 20 and 21 of the Co-op's Master Form Proprietary Lease. In connection with all applications for occupancy in the Park, the Co-op shall charge the applicant an administrative fee in an amount determined by the Co-op Board of Directors.

B. Leasing to Homeowners

1. The minimum lease term between Homeowners and the Co-op is one (1) year, except the initial term, which may be for less than one (1) year in order for all lease agreements to commence at the same time. A typical lease is for a period of one (1) year and provides for one (1) year extensions, subject to options to terminate the lease as provided for therein and by Florida law.
2. An existing one (1) year lease between a Homeowner and the Co-op is assumable by a new purchaser of the home and the monthly lot rental amount is not subject to change for the assumed balance of the one (1) year term.
3. Lot rental amounts are reviewed annually, with any changes commencing on January 1st of each year. A ninety (90) day notice of change of Lot rental amount will be given to the Homeowner as provided in Chapter 723, Florida Statutes.

C. Renting to Tenants (Renters)

1. Homes may be rented only with the Co-op's approval of the prospective Tenants. Tenants or Renters must meet the criteria set forth in Section II-A of these Rules and Regulations. The minimum rental term shall be one (1) month. Management must make all approvals for residency/occupancy in writing.
2. The Shareholder/Homeowner must complete a Rental Application and return it to Management at least two (2) weeks prior to the Renter's arrival. After receipt of the Rental Application, Management will advise the Shareholder/Homeowner as soon as possible of their approval/disapproval of the Rental Application. All Renters must register with Management and acknowledge receipt of a copy of these Rules and Regulations. A Park Entry Pass may be issued at this time.

D. Buying/Selling of the Cooperative Parcels

1. All Membership Certificates, the appurtenant Proprietary Leases and the home affixed to the leased lot must be transferred as one indivisible conveyance, i.e., none of the three components (share, proprietary lease or home) may be sold separately unless the home is being replaced by a newer home and then only the home may be sold separately and must be removed from the lot. However, a shareholder may sell their home and transfer their share to a new location in the Park if constructing a new home on the new lot or purchasing an existing home located on a non-share lot.

2. The Co-op may exercise its right of first refusal to purchase the Cooperative Parcel as set forth in Section 21-B of the Master Form Proprietary Lease.
3. Existing Homeowners (non-Shareholders) or prospective purchasers of a home from a Homeowner may purchase a Membership Certificate and Proprietary Lease from the Co-op at a price determined by the Co-op.
4. Any Shareholder/Homeowner who wishes to have a new or replacement home placed on their lot, may purchase a new home from the Co-op, together with all associated appurtenances, including all installation, construction and landscaping, all in accordance with plans and specifications approved by the Board of Directors of the Co-op. At the sole option of the Co-op, the Resident may be permitted to purchase a home from an alternate source.
5. Prospective Shareholders must close on the purchase of their Cooperative Parcel (lot) within ninety (90) days of their deposit and commence payment of their Monthly Assessment. The closing of the sale of a new (previously unissued) Membership Certificate and the closing of an assignment or resale of a Cooperative Parcel shall be conducted by the Co-op's attorney pursuant to Sections 20 and 21, respectively, of the Master Form Proprietary Lease. The closing costs involved in the closing of a new previously unissued Membership Certificate and Proprietary Lease shall be borne by the Purchaser. The closing costs of an assignment or resale of a Cooperative Parcel shall be prorated and paid as agreed upon by the Assignor and Assignee in the Agreement of Assignment.
6. Monthly Assessments, Lot Rental Amounts, Fees and Water Bills
 - a. All monthly assessment lot rental amounts are due on the FIRST DAY of the month and are considered PAST DUE if not received by the 12th day of the same month. No monthly assessment or rental amount due statements will be sent by the Co-op. Any payment past due will be automatically assessed a late penalty. Boat slip and long-term parking payments are due as stated in each contract.
 - b. Checks returned unpaid for any reason will be charged the fees allowed by law.
 - c. Water bills will be mailed to the Shareholder or Homeowner each month. The water payment is due upon receipt of the water bill.

IV. GUESTS

- A. In addition to the foregoing, the home may be occupied from time to time by qualifying guests of Residents, as long as such occupancy does not violate these Rules, applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of Residents shall be for a period of time not exceeding fifteen (15) consecutive days or thirty (30) total days per year, unless the Co-op Board of Directors approves an extension in writing for a longer period. Guests using their own vehicle while at Old Bridge Village for extended visits of up to 15 days must obtain a pass at the office. No guests shall occupy the home unless one (1) or more of the Residents are then in residence or unless such occupancy is approved in writing by the Co-op Board of Directors.
- B. Management may provide Park entry permits for approved extended stay guests.
- C. No guest will be admitted to the Park without the consent of the Resident whom the guest is visiting. Residents must notify the guard at the gate to advise of expected guests and contractors. All guests and contractors must check in with the security guard at the front gate. If you do not expect to be at your home when a guest arrives, you may call the security guard at the front gate on the day of the visit. Exceptions are allowed for Residents who are away from the Park for an extended period of time for the purpose of maintaining the Resident's site and home, and the names of those persons performing such services must be registered with Management.
- D. Visits of children and grandchildren are welcome. Their behavior must not inconvenience other Park Residents. Children under the age of sixteen (16) must be accompanied by a parent or other responsible adult when in or using any recreational facility.
- E. Residents will be held financially responsible for damage caused by their guests to Old Bridge Village property and resident property.

V. PETS

- A. Pets are allowed in the Park only in the designated pet sections unless otherwise noted. Leashed pets may ride throughout the park in cars or golf carts and may be walked or carried from a vehicle to a boat.
- B. Pets of visitors and guests are allowed only in the Pet Section and must follow the rules established by the park for pet owners. All pets, including guests' pets, MUST be immunized, and licensed in compliance with the Lee County Animal Control Ordinance. All animals in Old Bridge Village are to be governed by local (Lee County), state and federal laws.
- C. Residents will be held responsible for any violation by their guests.
- D. The only allowed pets are dogs, cats, aquarium fish/turtles and up to two parakeets or two canaries. Aquarium fish/turtles, parakeets and canaries are allowed in any home throughout the park. Parakeets and canaries may not be kept on lanais overnight. Neither agricultural, wild animals, pot-bellied pigs, nor exotic creatures such as iguanas, snakes, etc. are permitted in Old Bridge Village.
- E. The MAXIMUM number of approved pets allowed at each homesite is three (3) in total but no more than two dogs are permitted per home. For this purpose, two parakeets or two canaries count as one pet. A resident living in the pet section could have two dogs and either two parakeets or two canaries. This does not apply to aquarium fish.
- F. Pets are not allowed to run free in any area of the Park. When outside, pets must always be leashed when not on the pet owner's fenced-in property.
- G. Pets are never allowed in recreation and pool areas. Pets can only be walked in designated pet sections.
- H. Common Park lawns outside the Pet Section or any Resident's lawn may not be used for walking pets.
- I. Doghouses are not permitted on homesites.
- J. The pet owner will make certain to keep pet litter removed from the homesite daily. The pet owner is responsible for cleaning up after a pet at all times and in all places where the pet is walked.
- K. Should a pet become a noise nuisance, the pet owner must take corrective action or remove the pet or face eviction.
- L. ADA service animals and emotional support animals are not considered Pets. However, when the qualifying person is not accompanying these animals, they must be taken to a pet section by either car or golf cart for exercise or for them to do their business.

VI. VEHICLES, TRAFFIC, TRAILERS, ETC.

- A. The posted speed limit throughout the community is 15 mph except for a portion of Concord Drive, which is posted 8 mph.
- B. All vehicles must be registered with Management. Up to three vehicles (including 2 cars, trucks, or vans plus one motorcycle or classic car) may be registered per home, provided space is available on the lot's paved area. All vehicles including cars, trucks or vans, motorcycles and golf carts must be registered with the OBV office and stickers applied. All vehicle owners will be required to complete a statement that the vehicle being registered, along with all other vehicles already registered, can be accommodated in their driveway. If the statement is subsequently found to be false, the vehicle owner will be required to surrender the sticker and remove the vehicle within 10 days of notification. Bicycles that are used to exit and enter OBV must also carry an OBV sticker.
- C. All vehicles or boats parked/stored in Old Bridge Village must bear a current state license. No vehicles or trailers may be parked overnight on any streets in the Park unless approved by the Park Manager.
- D. Additional vehicles must be parked in storage areas outside of the Park. An exception is made for the loading and unloading of travel trailers, campers and boats. Overnight storage is permitted for two (2) nights only at the designated short-term areas. All vehicles parking in these areas are required to display a permit that must be pre-arranged with Management. This pass may be collected from the office during business hours and at the entry gate at all other times.
- E. Golf carts are permitted in the Park. Drivers must be at least sixteen (16) years of age. Mopeds, motorized scooters, go-carts, and motorized skateboards are not permitted.
- F. When parking on the street, you may not park in a way that hinders the through passage of an emergency vehicle.

- G. Parking on the grass is prohibited unless approved by management in writing.
- H. Motorcycles are not permitted on community streets except for transportation immediately in and out of the Park.
- I. The Co-op will provide twenty-four (24) hour manned entry to the Park. All Residents and their guests will be required to follow any check-in, registration and other procedures established for providing said security.
- J. Resident's vehicles are required to have a Park issued RFID (radio frequency identifying decal) sticker permanently affixed in a location approved by the Co-op Board of Directors. The Resident household will initially be given up to two (2) RFID stickers. When the Resident trades or sells the vehicle, he/she must notify the office and apply for a new RFID sticker. Tenants will be provided passes in lieu of stickers. Any additional RFID stickers after two (2) will be provided for a fee.

VII. SAFETY AND SECURITY

- A. It is the responsibility of all Residents and guests to adhere to these safety and security procedures.
 - 1. Residents are responsible for the proper working and maintenance of their driveway post lights. The intention of the lamp post is for local illumination, the bulb is to be a minimum of 25 watt (approximately 150 lumens), clear or frosted and non-colored. Anyone who removes a non-working post will be required to pay for and install a new post. All homes must clearly display lot numbers and house numbers visible from the street.
 - 2. Stop signs and posted speed limits must be obeyed.
 - 3. Drive your golf carts with care and respect the right of way of others.
 - 4. For safety reasons golf carts and vehicles are not permitted access to or from New Post Road from the rear or side of homes that border on New Post Road.
 - 5. Parking of any type of vehicle in the driveway in front of the clubhouse is prohibited except for loading or unloading, commercial repair vehicles, or delivery service vehicles.
 - 6. All vehicles must yield the right of way to emergency vehicles.
 - 7. Pedestrians, bicycles, motorized wheelchairs and golf carts are expected to use caution and obey the rules of the road.
- B. It is suggested that the following safeguards be adhered to by all Residents and guests:
 - 1. Carry a light and wear light colored clothing when walking in the early morning or at night.
 - 2. Bicycles and golf carts must have lights and be visible at night.
 - 3. Walkers should walk toward traffic and not more than two (2) abreast.
 - 4. Bikers should ride with traffic, not more than two (2) abreast and obey all safety rules (e.g., Stop signs).
- C. It shall be a violation of the Rules for any Resident or guest of a resident to harass, belittle, or use foul and/or abusive language or make any obscene gesture toward any other resident or guest of a resident in the park including any employee of Old Bridge Village Co-op, Inc.

VIII. PARK FACILITIES

- A. Residents and their guests must abide by all rules posted in recreational areas.
- B. All Park Facilities are used at Residents' and their guests' own risk.
- C. A parent or other responsible adult must accompany children under sixteen (16) years of age when using any recreational facility in the Park.
- D. Normal recreational facility hours are from 7:00 am to 10:00 pm, seven (7) days a week. Special hours will be posted to allow for cleaning and maintenance of all Park Facilities.
- E. Pets are not allowed in the recreation areas at any time, except when walked or carried from a vehicle to a boat.
- F. Glass containers of any kind are not permitted in the recreation areas. All food and beverage items and other trash must be cleaned up before leaving a recreation area.
- G. Minimum clothing in the recreation areas for men (except poolside) is shorts, shirt and sandals and for ladies, shorts, halter and sandals. No wet bathing suits are permitted in the Clubhouse, except to access the designated rest rooms. Bare feet are not allowed in the Clubhouse or Clubhouse bathrooms, the White

House, the Recreation Center or the Fitness Center.

- H. The White House or a room/rooms of the Clubhouse may be reserved for private parties by applying in writing to the Clubhouse Manager. This scheduling will be under the joint supervision of Management and the Clubhouse Manager. A security deposit will be required for rentals and will be refunded subject to inspection. There will also be a charge if the kitchen facilities are to be used.

I. Pool Rules and Spa Rules

1. Pool and Spa hours: 7:00 am — 10:00 pm
2. Use of Pools and Spa is limited to Park Residents and their Guests.
3. All children under sixteen (16) years of age may not enter Pools without adult supervision.
4. Incontinent individuals, including children not toilet trained, must wear appropriate protective undergarments when in Pools or Spa.
5. For safety reasons, long hair must be tied back securely.
6. Persons using Pools and Spa must shower each time before entering. All suntan and other lotions must be removed prior to entering the Pools or Spa.
7. Only use steps or ladders when entering Pools and Spa. NO DIVING, JUMPING, SHOVING OR PUSHING IN THE POOL OR SPA IS ALLOWED.
8. NO FLOATS, PLAY OBJECTS, FOOD, DRINK OR SMOKING is allowed while in Pools or Spa. Noodles and small flotation devices for infants are allowed. The entire Pool area is a NO SMOKING area.
9. No glass bottles or items are allowed in Pools, Spa or the pool deck area.
10. No pets are allowed in Pool areas.
11. Radios must be kept at low volume and not left unattended.
12. Management reserves the right to exclude anyone not obeying the Rules and Regulations after being warned.
13. Warning — NO LIFEGUARD ON DUTY. Swim at your own risk.
14. The Pools and Spa are limited to the posted occupancy per the Health Department.
15. Emergency medical services — Dial 911.
16. Emergency Telephones located in Lobby, Card Room — Dial 911.
17. Spa maximum water temperature: 104.0 degrees.
18. Children aged 5-15 years of age must be accompanied by an adult in the Spa. Children under five (5) years of age are not permitted in the Spa.
19. Pregnant women, people with health problems, and people using alcohol, narcotics or other drugs that cause drowsiness should not use the Spa without first consulting a doctor.
20. Maximum use of Spa is 15 minutes.

IX. ADVERTISING AND SIGNAGE

- A. Solicitation or peddling within Old Bridge Village is forbidden. This provision does not prohibit Residents from canvassing for the purposes allowed by Chapters 719/723, Florida Statutes.
- B. Signs advertising homes for sale and open houses in Old Bridge Village should be of a size not larger than 9" x 12" and be placed in or on the home itself and not on the yard.
- C. Signs advertising any contractor or for any service provided are permitted only while the service is being performed and must be of a size not larger than 9" x 12" and be placed in or on the home itself and not on the unit boundaries.
- D. Residents of Old Bridge Village with signs attached to their vehicles must ensure that no signs are visible from the street when the vehicle is parked at the resident's home.
- E. All Co-op (its Manager Directors or Officers and employees), Social Alliance, Homeowners' Association, Old Bridge Yacht club and Resident signage regarding meetings, ticketed events, private sales, memorials, etc. must be posted on approved announcement boards only.
- F. Signs or flags pertaining to elections may be posted up to 30 days prior to a primary election and must be removed three (3) days after the general election. Signs should not be larger than 18" x 24". Only one (1) sign per candidate per homesite is permitted. The term "Local elections" does not include elections of Board of Directors for Old Bridge Village Co-op, Inc. Candidates for Board of Directors may display a sign on

her/his golf cart and one (1) sign up to 18" x 24" in the candidate's front yard. Negative signs critical of or disparaging of an opponent's candidate or any candidate are never permitted. Signs requesting a no vote on a yes or no issue, or a yes vote on a yes or no issue are permitted.

- G. Flags and signs displaying Professional Sports teams, College Sports teams, and High School sports teams are permissible during each appropriate season.
- H. No signs other than those listed above may be posted or displayed at any time.

X. THE HOME/HOMESITE

When residents require clarification regarding additions or modifications to their property, they can obtain answers from the Architectural Committee or follow the "Architectural Committee Recommendations". All residents are provided a copy of this guide and this guide is also available from the office.

Residents making changes to their property must contact the OBV Office and obtain Architectural Committee Approval Forms, complete one copies and return to the office. A member of the Architectural Committee will contact you.

- A. The Architectural Committee is responsible for guiding residents through the process of any modifications to the exterior of their property. The first step is to obtain an application from the OBV office. Approval must be given by the Architectural Committee prior to commencing any changes to the home/homesite. Modifications and/or Additions include, but are not limited to, those listed in Schedule B (below).

B. Modifications or Additions

- Color of house exterior, shutters, driveway etc.
- House exterior layout, wheelchair ramp, garage or driveway design and pattern
- Erection of fence, trellis, or screens
- Modification of carport
- Hurricane shutters or awnings
- Extensions of Golf cart pad, patio pad or new concrete
- Shed, gazebo, pergola, or greenhouse
- Flag poles
- Gutters, downspouts, or splash blocks
- Satellite dish or antenna
- Hot tub
- Solar energy system or skylights
- Major Landscaping, Hard Landscaping, or formation of hedges
- Air conditioning units
- Dock

For additional information regarding architectural changes and approvals, please see the Architectural Guidelines Rules Book. Remember, any outside changes to your property may require Architectural Committee approval.

C. Other Homesite Regulations

1. The Resident is responsible for his/her lawn care. If the lawn is not properly maintained, a 10-day notice will be sent by USPS mail to the last known address of the Resident who will be asked to correct the situation. If after one (1) notice, corrective action is not taken, Management will arrange for the lawn service to be performed at the Resident's expense plus an appropriate service fee. Contracted services include but are not limited to lawn mowing and weed trimming. Lee County has a lot mowing ordinance (93-23) and violation may result in an assessment lien against your property. If chronic lawn care issues persist, further legal action may be taken up to and including eviction.

2. When the exterior maintenance of a home or home site is not properly maintained, a notice by USPS mail will be sent to the last known address of the Resident who will be asked to correct the problem. If, after one (1) notice the Resident has failed to reply to Management and has not made the correction, the Resident will be given a ten (10) day notice via Certified Mail that Management will provide for the maintenance and the Resident will be charged for the cost of the maintenance plus an appropriate service fee. Contracted services include but are not limited to pressure washing. If chronic maintenance issues persist, further legal action may be taken up to and including eviction.
1. In an emergency situation, Management will correct the situation and the Resident will be charged for the cost of the maintenance plus an appropriate service fee.
2. Trash and recycling containers should be promptly removed after scheduled pickup.
3. All lawn and plant trimmings should be tied and bundled in lengths not to exceed four (4) feet in length and not to exceed forty (40) lbs. for disposal.
4. No landscaping equipment or power equipment should be used prior to 7.00 am. Excessive noise of any kind should be avoided between 11.00 pm and 7.00 am. During the months of November through March, inclusive, quiet time is extended from 7.00am to 8.00 am on Sundays and extended from 7:00 am to 9:00 am on Thanksgiving Day, Easter Day, Christmas Day, and New Year's Day.
5. Electric, telephone, water, sewer, and cable TV lines are installed to each homesite. It is the responsibility of each Resident to contact and obtain the necessary utility services and to pay all charges/bills rendered by the utility companies.
6. Utility connections must comply with all governing ordinances.
7. The Shareholder/Homeowner is responsible for the maintenance and repair of the electric meter panel, the main circuit breaker panel and the main circuit breaker installed at the circuit breaker/meter panel and all wiring up to and including the home.
8. The water meter is the responsibility of the Old Bridge Village Co-op or Lee County Utility. The Shareholder/Homeowner is responsible for all piping and connections from the output of the water meter up to and including the home.
9. Yard Sales are permitted only on the first complete Thursday, Friday, and Saturday of each month. A sign advertising a yard sale may be placed on the Shareholder's/Homeowner's front lawn. In addition, details of yard sales may be posted on the OBV notice board and website for this purpose.
10. Large and bulky items of trash such as old TVs, remodeling debris etc. may be picked up by our waste collection service. Special arrangements for pickup of such items can be made by telephone. These items shall not be put out until the appointed time of collection and should be placed away from trees, telephone poles, vehicles, overhead wires and mailboxes so that items can be safely removed.
11. Sewer service is provided by an outside utility. The Shareholder/Homeowner is responsible for the sewer lines and connections from the property line (or in some cases the wye ('Y') connection between two (2) homes) up to and including the home.
12. All utilities (e.g., water meter, electric meter) must be kept free and clear of shrubs, plants, and trees.
13. Each resident is responsible for maintaining the appearance of their mailbox.
14. Lot numbers must be displayed on the mailbox or mailbox post.
15. Gasoline cans and propane cylinders are potential fire hazards. Both should be stored in a cool, dry, and well-ventilated space or stored in a fire-proof cabinet. Propane cylinders should be shut off when not in use. Some Lee County codes may apply.
16. Window Coverings: Only curtains, drapes, shutters, or blinds may be installed as window coverings. Aluminum foil, paint, newspaper, or similar coverings are deemed inappropriate for a window covering and shall not be applied to the windows or doors of any dwelling.
17. Each home is required to be pressure washed and treated with a fungicide on a regular basis.
18. Driveways shall be kept in a state of good repair and if painted, repainted as needed to maintain an acceptable appearance. Special, hard wearing concrete paints and stains are available for this purpose.
19. Roofs and gutters shall be regularly cleaned prior to summer months to prevent blockages to gutter systems which, in turn, could cause dangerous downpours and erosion. Splash blocks should also be installed.
20. All weeds, rubbish, debris, unsightly materials, or objects of any kind shall not be allowed to accumulate

- on the property.
21. Height control of trees and shrubs
All trees, shrubs and other plant material situated on a Lot shall be trimmed and maintained by the homeowner.
 22. Artificial vegetation
Artificial vegetation such as silk flowers etc. are allowed.
 23. Outside Items
Gardening equipment and tools when not in use shall be stored in utility buildings or sheds. In order to prevent damage to homes during the hurricane season (which the National Weather Service regards as being from June 1 to November 30) part-time residents or residents leaving for a week or more must place moveable outside items such as garden/patio furniture, ornaments, BBQs and umbrellas in lanais or utility buildings. This must also take place prior to seasonal departure.
 24. Festive season lighting and animation displays
Holiday lights, animation displays, and other decoration type items are permitted without approval from Thanksgiving through January 31. Lighting and animation displays may also be used ~~two~~ three weeks before and two weeks after festival events such as Easter, Halloween, Valentine's Day, and Independence Day.
 25. Removal of unwanted, invasive plant species and landscaping.
Owners are obliged to follow any State, County or Water Management District legislation regarding invasive and protected species. Information may be found at: <http://www.leegov.com/gov/dept/dcd/EnvSciences/TreeProtection/Pages/ProtectedTreeList.aspx> In addition, residents are encouraged to implement Florida-friendly landscaping.
 26. Greenhouses
Greenhouses are not approved or allowed.
 27. Gazebos and Pergolas
Temporary gazebos and pergolas such as the canvas construction types require no Architectural Committee approval but such structures shall be secured to the ground with bolts and robust cords. These shall be removed when homeowners or residents leave for more than a two-week period or a hurricane warning has been issued. No camping tents are to be erected on the Homesite.
 28. Carport Storage
Small utility trailers and campers with or without pop-ups may be stored under carports provided that the item completely fits under it. Boats on trailers may be stored under carports provided that the majority of the length fits under it. All such items shall be securely bolted down to the driveway during the hurricane season. Pop-ups on campers shall remain closed. No unlicensed, uninsured vehicles may be kept on such areas and shall be removed forthwith.
 29. Clotheslines
No outside stretched clotheslines are allowed. Umbrella type clothes dryers may be used and these shall not be used to dry clothes overnight. Umbrella arms shall be closed or removed after each use.
 30. Mailboxes
Mailboxes shall be kept in good condition and repaired or repainted as necessary. United States Postal Service (USPS) requires that curbside mailboxes must be installed at a statutory vertical height of between 41 and 45 inches and between 6 and 8 inches from the front face of the curbside.
 31. Doghouses are not allowed.

XI. REQUIREMENTS FOR REMOVING HOMES

- A. In the event a Shareholder/Homeowner desires to remove their current home from their lot, their intentions must be submitted in writing to Management thirty (30) days prior to the move along with a refundable deposit of \$4,000.00. This deposit will be returned after the lot is completely cleared.
- B. The contractor moving the home must be licensed, insured and bonded.
- C. must receive a copy of the Contractor's license, proof of insurance and bond fifteen (15) days before removal of the home. Homes will not be removed until Management receives this information.

- D. The contractor and Shareholder/Homeowner must work with Old Bridge Village Management in scheduling the move so the streets will not be blocked.
- E. Everything must be removed from the lot including all concrete, driveways, U-rooms, raised porches, etc.
- F. The lot must be returned to its original state to include removal of all debris and replacement of sod as necessary within ten (10) days after the home is removed, If the lot is not returned to its original condition as stated above, Management will use the deposit to pay to do so.

XII. MARINA: The use of all marina facilities is at your own risk.

- A. A small boat ramp, kayak dock, yacht basin and Marina are provided for the exclusive use of Residents and their guests. Slips in the yacht basin are for rent to residents or tenants on a space available basis. Anyone renting dock space in the Marina is required to sign a Dockage Agreement prior to occupying the slip. Dockage Agreements are available through the Marina Manager. Slip renters are required to show proof of vessel registration and Liability Insurance on their vessel.
- B. Navigation laws of the United States, U.S. Coast Guard, Lee County Sheriff and local Marine Authorities apply to all vessels in the canals, all the waterways and Marina.
- C. All boat owners, whether their boat is moored at their private dock, private lift or in the Marina, are responsible for assuring their boat is properly secured 72 hours in advance of any tropical storm or hurricane that is projected to hit the Old Bridge Village area. All canals, canal entrances and the entrance to the Marina may be closed up to 72 hours in advance of any tropical storm or hurricane when the Fort Myers area is in the cone of uncertainty. This will be at the discretion of Management with the consultation of the Marina Manager. The Marina, canals and ramps will close 72 hours in advance of any tropical storm or hurricane. All boats that owners have docked in the Marina should be removed before the 72 hours or prepare to center-tie them in the canals.
- D. Boats must be operated in the canals and Marina at idle speed that will not cause the boat to leave a wake, which could cause damage **to** other boats or docks in the Marina and/or canals.
- E. The docks and slips are to be kept clear and free of debris to allow passage of other Boat owners in adjacent slips. The Marina docks are for mooring boats only, not for storage of dinghies, dock boxes, etc. Hoses should be stored in hose holders or placed on appropriate hose hangers. Electrical lines should be coiled. Hoses and electric lines should not cross the docks in such a way as to cause a tripping hazard. The 20-amp outlets on the dock are for temporary use only, i.e., charging of batteries or use of tools for maintenance. The outlets are not for use for overnight shore power or onboard amenities such as refrigerators.
- F. Use of charcoal burners and open flame cookers on docks is prohibited.
- G. The Boat owner must provide proper lines for securing their boat to the dock or slip and will be responsible for any damage caused by improper mooring practices. When a slip is vacated all lines, fenders and personal equipment must be removed from the dock.
- H. The Boat owner will not modify docks without proper approval from the Marina Manager. The boat owner will not deface any Marina structure.
- I. Boat owners should use discretion and not create excessive noise before 7:00a.m. or after 10:00 p.m. Other noise should be kept to a minimum at all times.
- J. Marina Rules Regarding Size of Vessel and Placement
The allowed length of Boats or other Vessels in the Marina is generally 32 feet. Boats or other Vessels exceeding this length may be allowed based on a space available basis as determine by the Marina Manager. Slips 24 through 37 are restricted as to length (generally 24 feet) and height both determined by the Marina Manager. The Marina contract will contain all other special details concerning the Marina. Please contact the Marina Manager for current information.
- K. Refuse and garbage is not to be thrown overboard and should be placed in proper containers and disposed of at the Boat owner's residence. Oil, spirits, flammable and oily bilge water must not be discharged into Marina and/or canal waters. Plastic bags foul propellers, clog water intakes, and harm wildlife, and therefore should not be thrown overboard.
- L. Under no circumstances will any discharges be permitted from marine heads either at the Marina or in the

channels/canals in the vicinity of the Marina.

- M. Boat slips in the Marina cannot be sublet and/or reassigned by the Boat owner. Docking at unassigned slips is prohibited.
- N. Living aboard boats docked in OBV is prohibited. Drying of laundry on docks, piers or rigging is prohibited.
- O. A boat that is sunk will be raised or removed immediately by its Owner or Management will do so. The Boat owner will be responsible for all expenses and/or fines incurred.
- P. When using the Marina and its facilities, parking on the grass is prohibited at all times. Cars and/or golf carts may be parked on the street in front of the Marina slips during daylight hours.
- Q. All boats must present a neat and clean appearance and be maintained so as not to be an eyesore.
- R. Violation of any of these rules and regulations may result in the immediate termination of docking privileges.

XIII. CANALS AND PONDS

- A. Management will maintain all canals and ponds.
- B. Shrub and grass trimmings and all other debris must not be left on the canal or pond banks or deposited in the ponds or canals.
- C. Feeding of alligators and other wildlife found in the ponds and canals is prohibited.
- D. NO TRIMMING OF MANGROVES IS PERMITTED — only the Co-op shall provide the trimming and maintenance of mangroves in accordance with permits issued by the DEP and other regulatory authorities.

XIV. LONG-TERM PARKING

Long-term parking is available for trailers, campers, etc. See Manager for fee structure, availability and details. Only one (1) space may be assigned per household.

XV. FISHING

- A. Fishing is allowed at your own risk in common areas bordering canals and ponds.
- B. Fishing from your boat or on the canal bank is allowed and done at your own risk. Fishing from someone else's boat without their permission is not allowed.

XVI. SWIMMING

Swimming is prohibited in any pond, canal, the yacht basin, Waters around Palm Point or Marina.

XVII. RULE VIOLATION AND ENFORCEMENT

The Co-op has adopted these Rules and Regulations. The Co-op Board of Directors may alter, amend, or repeal such Rules and Regulations and adopt new Rules and Regulations in accordance with Florida law and its governing documents. All leases, proprietary or otherwise, shall be in all respects subject to such Rules and Regulations. It is important that all Residents understand that these Rules and Regulations apply to them and that each Resident is responsible for ensuring their guests' compliance. The Co-op shall not be liable or responsible to a Shareholder, Homeowner, Resident or other person for the non-observance or violation of the Rules and Regulations by any other Shareholder, Homeowner, Resident, or person.

Management is responsible for the enforcement and resolution of violations of these rules and regulations. Every effort will be made to resolve such violations in an amicable and prompt manner. In the event such resolution is not possible, Management will then enforce the procedures set forth in the applicable Florida Statutes. The Florida Statutes and enforcement procedures are available at the Administration office during regular business hours.

A. Eviction and Default

1. Homeowner/Eviction — Any violation of these Rules and Regulations, the Prospectus, the Lot Rental Agreement or Chapter 723, Florida Statutes, shall, at the option of the Co-op's Board of Directors, be grounds to terminate the Lot Rental Agreement. The Homeowner, a Tenant or Renter and any occupant of the home, together with the Homeowner's home, shall be subject to eviction in accordance

with the procedures set forth in Chapter 723, Florida Statutes.

2. Shareholder Default — Any violation or breach of these Rules and Regulations shall be a default under the Master Form Proprietary Lease. Such default shall, pursuant to Section 33 through 38 of the Master Form Proprietary Lease, at the option of the Co-op Board of Directors, be grounds to terminate the Proprietary Lease and require the removal from the property of all persons and property including the home and all appurtenances.

B. Waiver

No waiver of any violation or default by Resident shall be implied from any omission by the Co-op to take any action with respect to the violation or default if such violation or default persists or is repeated. No express waiver shall affect any violation or default other than that specified in the express waiver and that only for the times and to the extent stated in the express waiver. One or more waivers of any covenant, term or conditions of the Lot Rental Agreement or Master Form Proprietary Lease by the Co-op shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of the Co-op to any act by Resident requiring Co-op's consent shall not be deemed to waive or render unnecessary the Co-op's consent to any subsequent similar act by Resident. The rights and remedies of the Co-op contained herein are cumulative and shall be in addition to those prescribed by law.

C. Special Exceptions

The Co-op Board of Directors reserves the exclusive unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of the Co-op, special circumstances warrant the granting of special exceptions or waiver of a particular provision as it applies to a particular Resident or Residents; so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Park. Any exception(s) to any rule is intended for that special situation, will expire at the end of the exception period, or may be rescinded when conditions change.