

BICKLEY RV PARK
5640 Seminole Blvd
Seminole, FL 33772
Office (727)392-3807
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Email: BickleyPark@BickleyPark.com
Office Hours: Posted in Hall



AGE 55+ RV Community

Unit Rules, Regulations, and Park Information

As used in these Rules (and unless otherwise specified), the term "Resident" shall include tenants/residents and persons authorized to reside in our RV park; the term "Park" refers to Bickley RV Park; and the terms "space," "site" and "lot" refer to each rental lot within Bickley RV Park and the term "unit" refers to an RV or a Park Model.

1. MANAGEMENT:

A. Emergency Phone Numbers- Posted in hall. For Police, fire or medical emergencies: Dial 911 first, and then contact Management by calling the on-call emergency line at 727-333-1754, if needed. For Resident disputes, contact local authorities. In the event of emergency pertaining to any criminal activity, such as assault and battery, drunk and disorderly, etc., 911 must be called to register your complaint with the local authorities. Subsequently, a report with a docket number will be available from the local authorities and that report should then be submitted to Management during normal working hours. Management will then review the situation and determine how to proceed. Please note that all communication with Management shall be done at the office of Management and not at the manager's private residence.

B. Vacant Units- Please notify Management if you intend to be away for any extended length of time.

C. Park Owners- Park is owned by EJB Bickley Park, LLC. Landlord/Management is exempted from these Rules to the extent needed to operate the Park.

D. Rule Violations- Any violation of these Rules, the rules or signs posted in the Park, the rental agreement or the applicable Florida Statutes governing guests in Recreational Vehicle Parks are grounds for eviction.

2. PAYMENTS / ADMITTANCE:

A. Rent- All rents are due the first of the month. No cash payments please. A late fee of 10% or \$25.00, whichever is higher, will be applied after 5 days delinquent. A \$75.00 fee will be charged for a returned check. The monthly rate includes one (1) Unit, two (2) adults and one (1) car or tow vehicle. No refunds for early departures.

B. Application- For admittance to the Unit section, each prospective resident under the 6/6 or 6 month seasonal or annual program is required to complete an application and have a personal interview with Management. There is an application fee of \$60.00 for a single person and \$100.00 for a couple for a credit and criminal background check. At least one applicant must be 55 years or older. A copy of a valid driver's license must be provided.

C. Unit Requirements- Each resident will be required to file with Management a copy of their respective unit title and current registration. The title and registration must be in the name of the occupant(s).

D. Age of Vehicle, Age of Unit - It is the goal of Bickley Park to continue to operate an RV Park where the Units are continuously upgraded. With this in mind the following are applicable:

1. RV, Fifth Wheel or Travel Trailer: In order for a tenant to make application for occupancy of six (6) months or more, the Unit must be not older than six (6) years old. If occupancy is for less than six (6) months then the age of the Unit shall be at Management's discretion.

2. Age of Occupancy: The limit on age of occupancy of the RV, Fifth Wheel or Travel Trailer shall be twelve (12) years of age unless grandfathered in by Management.

3. Park Models: Due to the fact that Park Models are not as mobile as RVs, Fifth Wheelers or Travel Trailers, any of said Park Models shall not be permitted to remain in Bickley Park over the age of _____ years, unless "grandfathered in" by Management.

4. Units which are not classified as a RV, Fifth Wheel, Travel Trailer or Park Model shall not be permitted to remain in the park in excess of _____ years unless "grandfathered in" by Management.

5. The Management will maintain a list of the Units which have been "grandfathered in" and the current owners will be permitted to live in same, but in the event of the death of the Unit Owner(s), or in the event a decision is made to resell same, the Unit must be removed from the Park.

6. "Grandfathered" Units: The Management keeps a list of Units which are currently "grandfathered in", but the current owners will not be permitted to resell their Units and in the event of the death of said Unit Owner(s), or the desire to resell same, the Unit will have to be removed from the Park. This List is updated continuously throughout the year.

7. "Grandfathered": The discretion of the Management of Bickley Park is final and all matters pertaining to the age of the Units and whether or not a Unit is "Grandfathered" or not.

3. USE RESTRICTIONS:

A. Residential Use Only- Each rental lot shall be used, improved or devoted exclusively to single family residential use.

B. Driveways and Patios- Driveways, patios and rental lots shall not be used for storage. Only authorized vehicles, (one) 1 set of patio furniture and barbeque equipment may be placed in such areas and must be kept in good condition. Lot space is limited. We ask that you not paint or alter concrete patio or place personal items in the grass area. Limit one (1) umbrella. Sunshades (sun shades that are securely hooked onto your awning) are permissible.

C. Plants- ALL lots are limited to six (6) potted plants that may be placed on a patio. No other plants, including bushes, vines and trellises are allowed to be planted anywhere on your lot, including your patio, without the written consent of Management. When residents trim plants, trees and/or bushes, all debris must be properly bagged for Maintenance to pick up on next regularly scheduled trash day or taken to the dumpster by the resident.

D. Machinery and Equipment- Unless approved by Management, no machinery or equipment of any kind or size shall be placed, operated or maintained on or adjacent to any rental lot.

E. Trespassing- Trespassing on or through other rental lots or easement areas is not permitted. Please use the marked walkways between streets for access.

F. Soliciting- No door to door solicitation of any kind shall be permitted, including but not limited to solicitors, contractors, vendors, or peddlers. This includes all common areas.

4. IMPROVEMENTS:

A. Long Term: Units that are in the park for one year or longer must be skirted. Fifth wheel units must enclose front hitch area. Material and design require pre-approval.

B. Improvements/Legal Requirements: Residents must obtain Management's written approval PRIOR TO making, installing or modifying any improvements, including, but not limited to, sheds, buildings, additions, driveways, trellises, arbors, awnings, screens, poles, parking areas, fences, walls, rocks, plants, landscaping, lighting and all other structures and improvements of every type and kind, including any exterior changes to any unit, space or paint color and/or modifications of the same. In every instance, Management's approval of any improvement or alteration is conditional and may subsequently be revoked should any improvement not be properly maintained. Management's approval is not a representation that the improvement complies with the applicable legal requirements, and therefore, Residents must ensure that their unit, space and improvements comply with all applicable legal requirements as to zoning, permits, construction, materials, installation, maintenance, and the like, and are set up per the manufacturer's specifications. All improvements and personal property become the property of the Park if left on a lot after the Resident's departure. Arbors/pergolas must be made of heavy construction (not a glorified "pop-up" tent), cannot be any larger than 5x7, and must be hurricane strapped down.

C. Storage Sheds: For units remaining on a lot for (12) months or longer, one professionally constructed storage shed (no larger than 4'X6') is permitted if space is available. This must fit on your site without blocking emergency or utility access. Design, size, and placement must receive prior approval. Management may enforce the removal or relocation of any unit not in compliance.

D. Fences: Not permitted in and/or around any unit and/or lot. A decorative fence, no taller than 24", may be put up as long as it is snug against the patio and approved by management.

E. Sewer/Septic System: No personal wipes, rags, blue wash towels, ashes, clothes, or other improper articles shall be placed into the sewer/septic system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of the Resident and may be treated as an Additional Charge. Sewer connections must be equipped with proper fittings at both ends. All wastewater (including gray water from showers and sinks) must be retained in holding tanks or fed into sewer lines. The spilling, dumping, or other discharge onto the ground of any water or waste, including but not limited to human or animal, is prohibited by law.

F. Water Pressure: Due to the potential of high or functioning water pressure, Residents are encouraged to install pressure relief valves on their hot water heater and their main water line to prevent any damages due to water pressure. Should you leave your water hose connected to fresh or black water tanks, you are responsible for possible damage should a passerby turn on the outside faucet.

G. Maintenance and Appearance: Resident's unit, rental lot, and all improvements must be maintained and in good condition. Management may require your unit be cleaned and/or painted. Permanent structures, rooms, or additional awnings require management approval.

H. Fire Pits: Luxury lots are allowed to have one (1) UL approved gas fire pit. No fire pits are allowed on Standard lots.

5. GUESTS/VISITORS:

A. Registration: Residents must register with Management all Guests/Visitors who will be using Park facilities or who will be present for more than seventy-two (72) hours in any calendar month. All Guests must park on your lot or in visitor parking. Parking on the street or in other unit lots is not permitted. A parking tag is required for any overnight stay in the visitor parking area. Violators will be towed at the owner's expense.

B. Time: Adult guests may stay for a maximum period of thirty (30) days. Each guest staying in excess of ten (10) days shall pay an additional monthly rent of \$30.00 per month and shall be subject to the requirements of paragraph 2B above. Guests under 18 may stay free but please limit their stay to two (2) weeks per year. An additional agreement may be required to be signed by each adult guest.

C. Supervision/Use of Facilities: Park facilities are for the exclusive use and enjoyment of residents and their guests. Guests and Visitors shall not use Park facilities unless the host Resident is also present. Residents are responsible for the conduct/damages of their Guests/Visitors. Please be respectful and limit the number of guests so use by Residents is not impacted. Any guest 18 years or younger must be accompanied by an adult at all times.

D. Outside Workers: Outside contractors, sub-contractors, and other paid workers must complete an initial registration at the Office before performing any work on park property. The Park may deny access to any worker not adhering to Park rules or due to resident complaints.

6. QUIET HOURS/DISTURBANCES/INTERFERENCES/NUISANCES:

A. Quiet Hours: Except for work or activities authorized by Management, quiet hours are from 10:00 p.m. until 7:00 a.m., during which time Residents must ensure that potentially disruptive sounds, including but not limited to voices, television, radios, musical instruments, equipment, power tools, etc. shall not travel beyond the Resident's individual lot.

B. Interference: Interference with or harassment of other Residents, Guests, Visitors, or the Management, disturbances of the peace and quiet, public display of intoxication or influence, or willful or careless destruction of or injury to property in the Park is prohibited.

C. Security Cameras: Any type of security camera system installed on the outside of a resident's unit for surveillance purposes must be angled so that your neighbor's patio and/or driveway are not visible to said camera, and a sign stating that you have video surveillance must be prominently placed on the outside of your unit.

D. Nuisances/Debris: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any rental lot, and no odors shall be permitted to arise therefrom.

E. Harassment: Conduct which threatens, stalks, intimidates, or slanders others is prohibited. We strive to provide a congenial living and work environment for all. The Park expects all residents and guests to be on “good behavior” at all times, and always being mindful of the rights of others.

F. Drug or Criminal Activities: All residents and guests shall abide by the applicable Laws of Florida.

7. VEHICLES AND PARKING:

A. Speed Limit/Stop Signs: **THE SPEED LIMIT IN THE PARK IS 10 MPH**. All vehicles must come to a complete stop at all stop signs. Reckless or unsafe driving is prohibited. All vehicles must use the proper entrance and exit.

B. Noisy Vehicles: No revving of vehicle or motorcycle engines. Automobiles or motorcycles that have a loud exhaust system requiring warming up prior to 7:00 AM are required to park by the entrance or exit of the Park so that this “warming up” procedure doesn’t interfere with the Park’s quiet time. Additionally, residents, guests and visitors that have diesel or smelly exhaust fumes being emitted from their vehicle shall only be allowed to leave their vehicle running for a maximum of ten (10) minutes.

C. Maximum Number of Vehicles: A maximum of one (1) unit is permitted per lot. A maximum number of one (1) motor vehicle is allowed per rental lot and two (2) motor vehicles are allowed per luxury lot. Only licensed and operable vehicles are allowed in the Park. See Management for availability of leasing an additional parking space.

D. Drivers: Operators of all automobiles, golf carts, scooters, and other motorized vehicles must be at least 15 years of age.

E. Parking: No parking on the street. All vehicles (including those of your guests) may only be parked in and driven across designated areas; Vehicles shall not be parked on any vacant rental lots or obstruct the driveways of other rental lots. Parking or placing vehicles or other items on the grass is not permitted. Further, while having your unit serviced by a licensed service technician or repairman, the resident **must relocate** their personal vehicle to a guest parking site, thus allowing the service technician or repairman to park in their driveway.

F. Extra vehicles: Extra vehicles, boats, trailers, car dollies, and/or other large items are prohibited on unit lots. These can be placed on a permanent basis, space permitting, in the storage area in accordance with arrangements made with Management with a written lease. In season, when parking is limited, you may need to park extra vehicles outside the park. If a boat, trailer, unit or any other vehicle is placed in an unauthorized area Management may, without notice, have said items towed away by a licensed towing service at resident’s expense. Please see Manager for overflow storage area, information. Parking in front of the recreational hall is only for those using the hall. When purchasing or bringing additional vehicles, be mindful that unit lots and rates are designed for (1) unit and (1) vehicle. Any additional parking will require an added fee for a permanent parking location, based on availability.

G. Vehicle Restrictions: Management reserves the right to restrict other vehicles and to impose other limitations on vehicles if deemed to be in the best interest of the Park or its Residents. Vehicles, equipment and accessories needed by Owner, Management and its representatives for purposes of maintaining the Park are exempt from these restrictions.

H. No Vehicle Repairs/Washing: Performing vehicle maintenance in the Park is prohibited. Units may be washed on site once a month. All exceptions must be authorized by Management.

8. UTILITIES/CABLES:

A. No digging: Management approval must be obtained prior to any digging in the Park or installing any Item below grade (i.e., a post, stake, etc.)

B. Extension Cords: No extension cords shall be run to sheds, vehicles, or other units.

C. Water: Residents shall undertake all necessary actions to conserve water and prevent waste, including repairing any leaking fixtures, hoses, etc. No soaker hoses or sprinklers are permitted. Watering must be with a handheld hose or watering can.

9. PETS:

A. Acceptance: Each resident may have a maximum of two (2) pets. These are limited to dogs and cats. Further, due to insurance requirements, we cannot accept certain dog breeds. Those breeds include, but are not limited to: Doberman, Chow, Rottweiler, American Stafford Terrier (Pit Bull), German Shephard, or any wolf hybrids. Additionally, any animal should not exceed a maximum weight of 40 lbs. Exceptions may be made at Management's discretion. This does not apply to service dogs.

B. Guidelines: Pets shall be kept on a leash at all times unless inside Resident's unit. When Resident takes their pet outside their unit, for any reason, the pet **MUST** be on a leash prior to opening the door. This will alleviate the animal from dashing out. Residents are not permitted to place their pet on a "dog/animal run" at any time. Further, Residents shall be with their pet at all times while outside their unit. When taking their pet for a walk, Residents shall do so only in the streets or in designated pet walk areas. No Pets shall be allowed in the clubhouse unless Unit Owner is just walking through to get their mail. This does not apply to service dogs. At no time shall a pet be left outdoors unattended.

C. Waste: **Pet droppings MUST be immediately cleaned up**, placed in tightly sealed plastic bags, and disposed of in pet waste containers located in dog walking areas. Do not let your pet use the recreational areas or other resident lots for their personal relief, if possible.

D. Temperament: Animals cannot be vicious, dangerous, or create a nuisance that interferes with the peaceful use or enjoyment of the premises by others.

E. Violations: Violations may result in the loss of pet privileges.

10. RECREATIONAL, LAUNDRY AND COMMON AREAS IN GENERAL:

A. Use: No smoking in common areas (clubhouse, laundry, swimming pool, etc.), this includes, but is not limited to, cigarettes, cigars, e-cigarettes, e-cigs, electronic nicotine delivery systems, vaporizer cigarettes and/or vape pens. All Guests and Visitors using the common areas, facilities or recreational areas must be registered with the Park office and must be accompanied by a host Resident. Management reserves the right to limit or restrict the use of any facilities or areas.

B. Laundry: Hanging clothes outside, with the exception of towels and bathing suits, are prohibited. There are (2) laundry facilities within the park: (1) in the clubhouse and (1) on lower 1st Street. Our 1st Street facility also has outdoor lines.

C. Mail Delivery: Mail is delivered Monday through Saturday after 2:00 p.m. by the U.S. Postal Service and will be distributed to each individual's mailbox located in the Recreation Hall as soon as possible.

11. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS:

A. Trash: Collected after 9:00am on Monday and Thursday, all weeks of the year. Any changes or adjustments will be communicated by Management. If the scheduled trash collection day falls on a holiday, pick up will be the following day. Trash must be curbside by 8:30 AM. If you put your trash out after the worker does his last sweep of the Park, your bag will be placed back upon your patio for you to take to the dumpsters.

B. Plastic trash bags only: No trash cans or receptacles. Trash bags can be placed in front of your lot after 6 a.m. on trash day. Please do not set out bags the day before or on off days as this attracts rodents and is unsightly. All boxes and cartons must be flattened, and NO refuse is to be placed outside of containers or dumpsters.

C. Dumpster Location: If you miss trash pick-up, please take the trash to the dumpster. Trash or debris will not be picked up any other days. The dumpsters are located to the right of the Park Exit behind the white vinyl fence.

D. Dumpsters are for Household Trash Only: The dumping of furniture, mattresses, appliances, paint, oil, or other hazardous materials is not permitted. For disposal of large items, such as brush or debris, please check with Management before placing them in the dumpster. The Pinellas County Landfill is located at 3095 114th Ave. N., St. Petersburg, FL 33716. Customer Service (727) 464-7500.

E. Toxic Chemicals: **NO** oils, fluids, chemicals or any other toxic or environmentally sensitive items shall be disposed of in the Park or storm drains.

F. Trash Rummaging: For health and safety reasons, all persons are prohibited from sorting through refuse containers. The removal of any items from the refuse containers or dumpsters is strictly prohibited.

G. Disposal Violations: Residents shall not engage in any waste disposal practices that would place the Park in breach or violation of any applicable laws or the Park's contract with its waste

removal provider. Residents must check with Management prior to disposing of items that may in any way be deemed hazardous or not considered normal household trash and garbage (tires, batteries, large items, paints, solvents, etc).

12. OPERATION OF BUSINESS: Management of the park reserves the right to approve the operation of any business from the space being leased. In the event a business is to be operated from the space being leased, Management must approve all signage, and will require an application, together with a non-refundable application fee of \$100.00, which application will state the nature and extent of the business, together with copies of the appropriate business license, certificates of insurance for liability insurance and worker's compensation insurance or exemption. It is understood and agreed if the approval of operating of a business is granted, the right to operate said business may be rescinded by Management at any time in the sole discretion of Management.

13. OPERATION OF UNLICENSED HANDYMAN BUSINESS: Any individual who occupies a lot in Bickley Park may not operate an unlicensed business including, but not limited to, a handyman business of any type.

14. MISCELLANEOUS MATTERS:

A. No Waiver of Landlord's Rights/Remedies: Nothing contained herein shall be construed as waiving Resident's or Owner's rights under the Florida Law Governing Guests in Campgrounds and Recreational Vehicle Parks. Termination of tenancy, the filing of a forcible detainer or special detainer action, acceptance of partial payment, and/or eviction from the Lot shall not constitute a waiver of any claims for unpaid rent, interest, utilities, attorneys' fees, costs, damages, or any other amounts due and owing from Resident to Owner. Management's waiver, inability or failure to require strict compliance with the terms of the Park documents or the law shall not be deemed a waiver and shall not preclude Owner or Management from subsequent enforcement.

B. Additional Rules and Laws: All signs and notices posted in the Park are made as part of these Rules and incorporated herein by this reference. Management reserves the right to terminate the lease of anyone who refuses to comply with Park standards as provided and/or for detrimental conduct. This includes physical and/or verbal conduct detrimental to other park residents, their guests and/or Park employees.

C. Headings: This section headings and titles contained in these Rules are for purposes of convenience and reference only and do not limit or define the scope of coverage under these Rules.

D. Severability: The invalidation of any one or more of these Rules by a tribunal of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

E. Utilities: It is Resident's responsibility to pay for, and maintain all wires, pipes, sewer lines, or other utility delivery equipment from the point of delivery to Resident's Lot to Resident's unit. In the event Owner provides any utility services and should the meter or service lines be located adjacent to or beneath Resident's unit or Improvements, Resident shall be responsible for providing access to these service lines and meter for reading, repairs or replacement.

F. Electricity: Unless approved by Management in writing, alternative sources of power and utilities are prohibited (generators, extension cords, etc). Each lot has a 30/50-amp electrical connection for use with your Unit. Electrical connections must match the wiring and cord of your unit. Units cannot utilize available 115 outlets to increase their unit's usage or for permanent extension cords. The pedestals and breakers belong to the park and should not be modified. From the plug on the pedestal to the unit is the resident's responsibility. Should a resident overload the electrical and burn the plug connection at the pedestal, we will repair the pedestal free of charge one time. If it re-occurs, the resident will be responsible for all repair costs. Please remember that your unit is designed to hold the factory electrical load. When you add griddles, toasters, electric heaters, and other items, your usage exceeds what your cord is designed to handle and will burn the plug, cord, and connection. We highly recommend surge protectors on all units to help prevent this from occurring.

G. Damages/Indemnification: To the extent permitted by law, Resident shall Indemnify Owner, its officers, managers, agents, representatives and employees from any liability, loss, legal fees, costs, expenses or damages that they may suffer as a result of any claims, demands, lawsuits, actions, costs, judgments and the like asserted against them arising out of the negligent acts or omissions of Resident or Resident's occupants, Guests, Visitors or invitees.

H. Florida Statutes: This tenancy is governed by the Florida Statutes. All disputes arising out of this tenancy or the Park's Rules shall be governed by the laws of the State of Florida. In the event that applicable laws should subsequently be modified and to the extent that any modifications should conflict with the terms of the Park Rules, the Park Rules shall be deemed automatically modified in order to comply with the minimum requirements of any changes in the law. In the event of any legal proceeding among the parties regarding any claim, defense or cause of action arising out of or in any way relating to the tenancy established herein, the Florida Statutes, special or forcible detainer, personal injury, party damage, the Park's Rules or the rights and obligations of the parties thereunder, any such dispute shall be resolved by a judge, not a jury.

I. Attorney's Fees: Except as provided in Chapter 513 or Chapter 83, Florida Statutes, in any proceeding between private parties to enforce provisions of Chapter 513 or Chapter 83, Florida Statutes, the Park Owner is entitled to a reasonable attorney's fee.

J. Installation and Removal of Units: A unit may not be brought into the Park without Management's written consent or removed from a Lot without a signed written agreement from the Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the Resident and Management authorizing installation or removal. If Resident is using a unit transporter service, the service must contact Management at least thirty (30) days prior to any anticipated move-in or move-out date and obtain Management's written authorization to perform the move. Management has the right to coordinate the moving dates and times, and to reject and exclude from the Park any Resident or transporter service that does not cooperate with Management or which Management deems to be not qualified or not responsible, in Management's sole discretion. Resident is responsible for damages caused by themselves and their transporter service. Owner hereby establishes a possessory lien on each unit located in the Park to secure payment of the obligations on each unit located in the Park, which is hereby deemed a consensual lien. All personal items left after departure become the property of the Park and will be disposed of.

K. Abandonment: Resident shall not abandon the Lot or unit located thereon. Resident shall be responsible for all damages suffered by Owner in the event of abandonment. Resident releases and holds Park Owner and those performing thereunder harmless for loss of the property and/or the value of the property stored and disposed of following abandonment. Procedures taken in instances of abandonment shall be consistent with Chapter 513 and Chapter 83, Florida Statutes, where applicable.

L. Pool: All Homeowners and guests shall abide by the pool rules. Pool hours are from 8 a.m. to 10 p.m. Owners and their guests shall refrain from yelling or other loud noises, running or dangerous horseplay, and diving. **NO GLASS INSIDE FENCED POOL AREA**. No food or beverages are allowed within 4 feet of pool. All guests under 18 must be accompanied by an adult. Pool Rules & Regulations are posted in pool area. Violations will result in loss of pool privileges and/or possible loss of occupancy rights in the Park. No lifeguard is on duty, all Homeowners and guests use pool at own risk. Park Owner, management, or their agents are not responsible for accidents or injuries.

M. Sale of Unit: Resident shall notify management prior to placing unit for sale or transferring ownership.

Your cooperation is appreciated.

EJB Bickley Park, LLC, Park Owner
8640 Seminole Blvd.
Seminole, FL 33772

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