

SAND PEBBLE RV PARK RULES & REGULATIONS

Document History:

Updated: 07/03/2023: Added prorated fee information to RV Park Fees section.

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Updated: 01/10/2024: Updated Annual fees, clarified RV Park Check signatories, added RV Park Application

THE SAND PEBBLE RV PARK HISTORY

In 1993 an agreement was made between the master board and a group of Sand Pebble residents. The Storage Park was established as a common element owned by the master board. Before the master board would establish the Storage Park, the 1st RV committee had to agree to the following conditions.

Agree that the Storage Park would be a common element. The master board is financially responsible for common elements, but it would not be financially responsible for the Storage Park. All expenses incurred by the Storage Park would be paid by the members in the form of an annual dues imposed by the RV Storage Park Committee. equally to all Storage Park members.

To avoid possible liability or conflict of interest, no master board member could serve on the Storage Park committee. The Storage Park manager would be appointed by the President of the Master Board. Storage Park expenses of \$2000 or more had to be approved by the master board. The master board would maintain control of the Storage Park checking and savings accounts.

In 2002 Arthur "Artie G" Giammarino Sr became the last park manager to be appointed by a master board president. Since then, he and the committee, have made several rule changes to promote the efficiency of the park and to insure the protection of its finances from misuse. All of these updates and changes are shown in the current RV Park Rules along with the dates that they were approved by the Master Board.

The master board is a "not for profit organization" so wording in the rules had to be deleted or changed to comply with the conditions of "not for profit". Storage Park was changed to RV Park, rent to annual maintenance fee, renter to member and leased to assigned. Below are a few of these major changes.

The RV Park manager would be elected by the RV Park members and not appointed by the Master Board President. The funds in the RV Park accounts belong to the RV Park members. All expenses from \$250 up to \$1999 require approval by the RV Park committee. Expenses of \$2000 or more must be approved by the membership, not the master board.

Control of the RV Park savings and checking accounts became the responsibility of the RV Park committee.

SAND PEBBLE RV PARK OVERVIEW

The Sand Pebble RV Park is a not-for-profit common element owned by the Master Board as described by a warranty deed statutory section 089 02 FS dated November 17th 1993 and is governed as prescribed by the State of Florida statute 720. The RV Park Committee is a Master Board committee and is responsible for the day-to-day operation of the RV Park. Additional responsibilities of the RV Park Committee are defined in the following RV Park Rules and Regulations.

The RV Park manager will be elected by a mail ballot. Any member wishing to run for the position of RV Park Manager will notify the management company who will oversee election. If there's no member running, the current RV manager can appoint a new RV manager before their resignation. The RV manager will select a committee of 6 current RV Park members. Master Board members may not be appointed to the RV park committee. MB approved 3/16. This committee will conduct RV Park business. MB accepted 5/07.

SAND PEBBLE RV PARK MANAGER

The RV Park manager shall:

- 1) Maintain (appoint and remove) a current and complete list of the RV Park committee members, park member roster, and waiting lists. These lists will be displayed in the RV Park work shed and are available from a committee member or on the Sand Pebble website. (**www.SPEBBLE.com**).
- 2) Have authority to manage the RV Park according to the Rules and Regulations.
- 3) Make a financial and operational report at each Master Board meeting and submit the committee's recommendations for any changes to the Sand Pebble RV Park requiring MB approval.
- 4) Schedule an annual meeting and special meetings as necessary.

The RV Park Committee shall:

- 1) Resolve minor problems.
- 2) Enforce the adopted Rules and Regulations and revise them as necessary.
- 3) Revise RV Park fees as necessary.
- 4) To ensure appropriate action, all complaints, suggestions, requests and comments should be submitted to the RV Park Committee, in writing, signed and dated.

PARK USAGE

RV Park members must be Sand Pebble Pointe owners. There will be no fees to owners, residents or their guests for the use of the RV Park's nature trail and picnic areas. Anyone 16 years old or younger entering the RV Park must be accompanied by an adult resident.

PARK RULES

- 1) The committee may make exceptions to the rules based on individual circumstances. The Master Board will be notified for approval when necessary. MB approved 2/14
- 2) Motorized bikes or ATV's may not be driven on trails or open areas of the park.
- 3) No fuel, oil, debris, toxic or contaminated items will be discarded, burned or buried on RV Park property.
- 4) Only the RV Park Committee can approve the removal of trees, shrubs or plants and must be notified prior to any cutting or clearing. Approval by state and local agencies may be necessary. For additional information see the City of Port Richey web site.
- 5) Members will not be allowed to keep items on their site that belong to a person or persons who do not reside at Sand Pebble Pointe.
- 6) Sheds, recreation vehicles and motor homes, of any type, cannot be occupied for living purposes at any time.
- 7) Any Sand Pebble Pointe owner who sells their unit and has a site in the RV Park must sell or remove all the amenities within **30** days of the sale of their unit. Extension, if approved, may be subject to daily or monthly fees. Abandoned items will become the property of the RV Park.
- 8) Members selling their unit may not transfer their site, or offer it for sale, to the new buyer. A member vacating an assigned site must offer the sale of their amenities to the owners on the site waiting list. If the site does not sell in 14 days, the site may be sold to any Sand Pebble resident. Members may not sell their amenities without contacting the RV committee and following sale guidelines.
- 9) The RV Park Committee has the authority to reposition or relocate any member's property for emergencies, maintenance or efficiency.
- 10) The RV Park Committee must approve installations, construction, upgrades and changes to park sites. These projects must be done by a licensed contractor with liability insurance and done in compliance with municipal code. Guidelines can be found on the Port Richey website or by calling City of Port Richey 727 816 1900, extension #4. Sheds, carport or large structures may not be installed on any grass site without a written request and approval.

10 A) With RV Park Committees' approval, members may install a shed and /or carport on their site at their own expense. The size of the shed cannot exceed the standard 8' by 10' in the color of white, beige or light gray. Carports 30L x 12W x 12H and sheds must meet the specifications of existing park carports and sheds and be installed according to municipal code.

10 B) Any member wanting to sell their carport and/or shed to a person not residing at Sand Pebble Pointe must have the carport and/or shed removed within **30** days of the sale. An RV Park Committee member must be present during the removal.

10 C) Any expense incurred by the RV Park when required to clean or make repairs to an abandoned site will be charged to the member assigned to that site.

11) With the approval of the RV Park Committee and under its direction, members will be permitted to resurface their assigned site, with the exception of the grass sites. If a member decides to vacate his site or move from Sand Pebble Point and is unable to sell the resurfaced area, it shall become the property of the RV Park.

12) Commercial use of sites is prohibited. Members may not lease, rent or sublet their assigned site.

13) Sites will be assigned on a one-site per unit basis. **NOTE:** The term unit refers to any Condominium, Town House, Harbor Point or Paradise Estate home.

14) Owners may submit their names to be added to the RV Park waiting list.

15) Under the direction and approval of the RV Park Committee, guests of residents or residents of Sand Pebble Pointe, who are not RV Park members, may be allowed to park their RV, motor home, boat etc. in the RV Park. The RV Park Committee will determine the availability and the duration of the storage. Fees will apply.

16) Members may not use air conditioners, refrigerators, freezers, electric heaters or similar items on their sites. The RV Park utilities are meant for occasional use and should not be abused.

RV PARK REVENUE

The management company will collect, record and deposit all RV Park fees. Expense invoices will be forwarded to the management company for preparation of the financial report showing income & expenditures.

The Sand Pebble RV Park Committee can maintain savings of up to **\$20,000** for maintenance, emergencies, upkeep and improvement of the Sand Pebble RV Park. These funds **cannot** be accessed by any Sand Pebble board or board member. MB approved 5/20

All income derived from fees, assessments or other authorized income will be deposited in the RV Park bank account. These funds are to be used for RV Park expenses, projects

and improvements of the RV Park's operation or appearance. The membership may approve additional expenditures.

The Sand Pebble RV Park Committee must authorize any expenditure exceeding **\$250**. The membership must authorize any expenditure exceeding **\$2000**. RV Park checks will be signed by the RV Park manager.

All income and itemized expenditures of the RV Park are recorded and available to the Master Board upon request and when required for auditing.

Cash payments to vendors for goods/services up to \$250 must be approved by the RV Park Manager. All payments from \$251 to \$1,999 require the RV Park Committees approval. All expenditures of \$2,000 or more require approval by the membership. Each transaction shall be verified with a receipt/invoice, containing signatures, name of the vendor and approximate savings to the RV Park.

SAND PEBBLE RV PARK FEES

Each member assigned a full site, grass sites or shed/utility site will pay a **\$300** annual fee per site (this fee may be prorated at the discretion of the RV Park Manager). Full sites, grass sites and shed/utility sites will pay a one time **\$300** impact fee. Kayak/Jet Ski sites pay a **\$150** annual fee per site and a one time **\$50** impact fee. Owners may be assigned more than one shed or kayak/Jet Ski site, depending on availability and approval by the RV Park committee.

The annual maintenance fee of **\$300** is due January 1st of each year. The annual fee is subject to change by the Sand Pebble RV Park Committee at the annual meeting. A special meeting of the committee can be called if a fee change is necessary. MB approved 2/14

LIABILITY FOR PROPERTY DAMAGE AND PERSONAL LIABILITY

The Sand Pebble Pointe Master Board, their Administration Boards and the Sand Pebble RV Park Committee will not be held responsible for any property damage/theft/loss to any items, site, structure etc. in the RV park's area. Liability and Individual insurance on members' personal property/site is suggested.

Taking Charge of Your RV Site: Contractors, Maintenance, and Approvals

As an RV site owner, you're responsible for any work done on your site, including hiring a licensed & insured contractor. Before work gets started, there are two important things to keep in mind:

1. **Following Local Laws:** All work, including maintenance, must comply with local regulations. This ensures safety and avoids any potential issues.
2. **RV Park Committee Approval:** The RV Park committee has a process for approving any work on a member site. Contact the committee, following the guidelines and getting the necessary approvals helps maintain a harmonious and attractive community for everyone.

MAINTENANCE, REPAIR AND ANNUAL INSPECTION

Due to salt water corrosive effects on metal post, concrete, including pilings and other structural foundations. In order to promote safety, a "Safety Team" annually will inspect the car ports and shed sites to make recommendations for repairs.

The RV Park site owner are encouraged to perform cosmetic and routine maintenance to their site. Under no circumstances shall any extensive repairs or maintenance be performed within the assigned site.

In the event an owner employs a company to perform repairs or maintenance to their site, the site owner must contact the committee for approval of such work and shall furnish a copy of the company's current licenses and insurance.

For all other repairs and maintenance, owner must notify the committee and fill out the "Work Order Form" for approval and the repairs and maintenance must be complete to its original form.

Should any repair or situation be of an emergency in nature that could causes immediate injuries to someone or damages to neighboring properties and the owner is unable or unwilling to make such repair, the committee can take appropriate action for such repair and the owner of the site shall pay all related cost for such repair.

DELINQUENT PAYMENTS

- 1) When it has been determined a member assigned a site is delinquent; the site and contents (car, boat, trailer, canoe, RV, shed, etc.) will be red tagged. The member will be notified of the delinquency by registered letter, return receipt requested, to the member's last known address. In addition, the member will be notified of a **\$35** late fee if the delinquency is not paid within the thirty days of the original notice.
- 2) The RV Park manager must receive a response or payment of the annual maintenance fee and the late fee within **30** days of the notification letter. If not, a second registered letter, return receipt requested, will be sent to the members' last known address. The second notice will advise the member of Sand Pebble Storage Park's intent to charge the member an additional **\$5.00** per day until all fees are paid in full.
- 3) If the member has not contacted the Sand Pebble RV Park Committee after one year of delinquency it will be understood that the member has no intention of paying the

delinquency. The Sand Pebble RV Park Committee will have a registered letter sent to the member's last known address, return receipt requested, stating its intent to auction or sell whatever has been abandoned by the member. As a result of such action, the monies received will be forwarded to the Sand Pebble RV Park in payment of the delinquent fees. The RV Park Committee may reconsider this provision due to circumstances. The Sand Pebble Master Board attorney will implement this procedure.

NOTICE TO VACATE

When a member violates these rules, the RV Park Committee and the Master Board have the authority to order that member to remove all of their amenities from the member's site. Once notified, the member must vacate the site within **14** days of said notice. If the member does not vacate the site within the allotted time, the RV Park Committee will remove the items from the site and reassign it. The Sand Pebble Pointe Master Board attorney will implement this procedure.

RV PARK WAITING LISTS

1) The waiting lists will be maintained and administered by the current manager. A member wishing to sell his carport, shed, etc., will fill out a site transfer form and forward it to the management company. The sale price will be determined by the seller.

1 A) Any owner wanting to be placed on the waiting list will receive a copy of the RV Park Rules and Regulations with an attached application form from the gate house attendant or RV Park Committee member. The form must be completed and signed. Doing so, acknowledges receipt of the RV Park Rules and Regulations and the applicant's agreement to comply with its guidelines. The completed application can be given to any committee member or gatehouse attendant, who will sign it and record the time date received. The applicant will then be placed on the current waiting list, as of that date and time listed.

Post-marked envelopes will be accepted.

1 B) Notifying the RV Park Committee of changes in contact information is the **applicants' responsibility**.

1 C) **No** fees will be paid in advance to be placed on the RV Park waiting list.

1 D) The RV Park Rules and Regulations are on display in the RV Park work shed. Copies can be obtained from any committee member or the attendant at the gatehouse.

RV PARK SITE SALE & FEES

1) Owners wishing to sell the amenities on their site will obtain a site for sale form from the gatehouse attendant or an RV Park Committee member. The owner will complete the form with the details of the proposed sale and return it to the gatehouse or an RV Park Committee member to be forwarded to the management company.

2) The management company will receive the owner's form, ensure that it is dated and mailed to each owner-applicant on the RV Park full site waiting list.

3) If more than one owner-applicant agrees to the terms of the sale, bidding may take place. If more than one owner applicant bids the same amount, the site will be sold to the owner applicant with the highest position on the waiting list.

4) Both parties will notify the RV Park Manager when an agreement is made. The manager will review the details of the transfer and, upon approval, the new member will be advised of the required fees.

5) Examples of sale of amenities (sheds/carports/surfaces, etc.):

a. Grass sites will require a one time **\$300** impact fee and a **\$300** yearly maintenance fee. The grass site waiting list will be managed by the RV Park manager. Notifications of availability are made in list order according to date of the application.

b. Full-site availability notifications will be mailed by the management company to all members on the full site wait list. The full site waiting list is managed by the RV Park Manager. A full site will require a one-time **\$300** impact fee and a **\$300** yearly maintenance fee. The owner of the full site will determine the sale price of the amenities.

c. Shed sites are posted on the Sand Pebble website as they become available. The sale of a shed is between the seller and buyer. The required fees for shed sites are a one-time **\$300** impact fee and a **\$300** yearly maintenance fee.

d. The RV Park Manager will assign utility, kayak and Jet Ski sites on a first come first served basis.

e. If available, a visitor can be assigned with a fee of \$5/day up to \$75/month.

Completing the sale transfer process:

-A RV Park application must be filled out and signed by the owner(s) and appropriate fees (check) attached and delivered to a committee member.

Sand Pebble RV Park Application

Owner Applicant

Name: _____

Sand Pebble

Address: _____

Port Richey, FL 34668.

ContactPhone# _____

Mailing Address: () check if same

or: _____

Email: _____

Emergency Contact

Name: _____

Emergency Contact

: _____

Item

Description: _____

Registration or

tag#: _____

Storage shed: (8'x10' max, approval needed):

Yes/No/Other: _____

Carport: (approval needed)

Yes/No/Other: _____

I understand that I have carefully reviewed and agreed to the Sand Pebble Pointe RV Park Rules & Regulations, hard copy and or as outlined on their website (www.spebble.com).

I hereby also acknowledge to the following key points: 1) RV Spot Availability: If a spot is currently unavailable, I will be placed on the waiting list based on the date and time the application is received; 2) Contact Information: Updating my contact information with the RV Park is my responsibility to ensure they can reach me with important updates or notifications; 3) Site Transfer: If I intend to buy, sell or transfer any RV site, I am responsible for handling the process according to the park's guidelines. I understand.

Signing below would serve as my acknowledgment and agreement to the terms set forth in the Sand Pebble Pointe RV Park Rules & Regulations, including the possibility of future changes outlined on their website (www.spebble.com: <https://www.spebble.com>).

*Signature of
applicant:* _____

Date: _____

*Signature of
applicant:* _____

Date: _____

*Approved
by:* _____

Date: _____