

# AVON PARK VILLAGE MOBILE HOME PARK

## RULES AND REGULATIONS

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of state and federal law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations ("Rules") are intended to maintain the appearance standards and comfort of Avon Park Village Mobile Home Park (the "Community") for you and your visitors. A copy of the Rules will be posted in the Community and must be observed by all Residents and guests. Residents shall require all persons on the mobile home lot with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

### 1. DEFINITIONS

1.1 Community: means the property operated as a mobile home park as defined in Section 723.003(12), Florida Statutes.

1.2 Community Management: means Operator of a mobile home park as defined in Section 723.003(16), Florida Statutes and includes Community Owner's manager, assistant manager (or other employee or agent) of the Community as identified from time to time.

1.3 Community Owner: means the owner or operator of the mobile home park as defined in Section 723.003(13), Florida Statutes.

1.4 Guest: means a person who is not entitled to reside on the lot and who has visited the Community for a period of time no longer than 15 consecutive days or 30 total days per year.

1.5 Home: means a mobile home as defined in section 723.003(8), Florida Statutes.

1.6 Home Owner: means a person who owns a mobile home and rents or leases a lot within the mobile home park for residential use as defined in Section 723.003(11), Florida Statutes.

1.7 Lot or Site: means a "mobile home lot" as defined in Section 723.003(9), Florida Statutes.

1.8 Rental Agreement: means any mutual understanding or lease, whether oral or written, between a mobile home owner and a Community Owner in which the mobile home owner is entitled to place his or her mobile home on a mobile home lot for either direct or indirect remuneration of the Community Owner as defined in Section 723.003(10), Florida Statutes.

1.9 Resident: means a person entitled under authority of a Home Owner's lot rental agreement to the use and occupancy of a residential lot within the Community to the exclusion of others. The term includes Tenants, Home Owners, and Third-Party Rentals.

1.10 Tenant: means a person residing in a home on a lot within the Community under authority of the Home Owner's lot rental agreement with Community Owner, and such person does not own the home occupying the lot. The term applies only to persons who have been approved for residency by Community Management pursuant to the Rules and Regulations.

1.11 Third-Party Rental: means a person who rents both the home and the lot from Home Owner; a sublessee.

1.12 Unauthorized Occupant: means a person who is not entitled to reside on the lot and/or who has visited the Community for a period of time longer than 15 consecutive days or 30 total days per year.

## **2. RESIDENCY**

2.1 Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a rental agreement prior to beginning occupancy of a home currently in the Community or prior to moving a home into the Community. All prospective residents must demonstrate that they accept and comply with all Community rules, by passing a criminal background check that will be performed by the Community for a fee per person as directed by Community Management, and by providing proof of a current FICO credit score that complies with Community Management's minimum requirements for same. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. The purchase of a Home Owner's home by those who have not executed the rental agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An application for residency, and background check must be completed and approved, a copy of the Rules and Regulations delivered, and a Rental Agreement signed, prior to: (i) residing in a home within the Community; or (ii) arrival of the resident's home in the Community.

2.2 Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

2.3 The principal resident of each home in the Community must be its legal owner. Except as expressly provided by applicable State law, no one other than those executing the Rental Agreement shall be allowed to reside upon the lot set forth in the Rental Agreement without prior written consent from Community Management. Each additional occupant of the home must be approved for residency by Community Management, and an additional resident fee shall be charged each month for each resident in the home over a total of two (2). The name of each person over the age of 18 must be listed in the Rental Agreement prior to residing in the home. Any increase in the number or exchange or substitution of persons in a home must have Community Management's prior written approval. Without prior written consent of Community Management, the mobile home may not be occupied by more than two (2) persons per bedroom or the allowable number of persons based upon the design criteria of the home. Non-compliance in qualifying additional occupants will subject the Resident to eviction (see rule re: Enforcement and Eviction, for further information).

2.4 Heirs and/or beneficiaries of a deceased Home Owner are not considered to be "purchasers" for the purpose of assuming the remainder of the deceased Home Owner's tenancy. All heirs and/or beneficiaries and/or purchasers must be approved by Community Management prior to initiating occupancy of the home.

## **3. ALL-AGE COMMUNITY**

This Community is intended and operated for the use and benefit of persons of all ages.

## **4. PAYMENTS, FEES, AND CHARGES**

4.1 Payments: Lot rental amount must be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first (1st) day of each month and must be received on or before the fifth (5th) day of the month. A Late Charge will be charged to any Resident whose lot rental amount is not received at the address provided by Community Management (including mailed-in payments) on or before the fifth (5th) day of the month, and an additional late fee will be assessed for any payments received after the twentieth (20th) of the

month. (For clarification, mailed payments must be received by the fifth (5th) day of the month rather than post-marked by the fifth (5th) day of the month.) Payments are to be submitted via the United States Postal Service to the address provided by Community Management.

4.2 Currently, Resident must pay by personal check, cashier's check, or money order. At a later date, Community Management may choose to accept payments via automated clearing house (ACH) debits or other bank electronic funds transfer. Community Management reserves the right to refuse a personal check. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

4.3 For safety purposes, cash is not accepted for any reason.

4.4 NSF Checks: If any Resident's personal check is returned for insufficient funds, then Community Management will accept payment only in the form of money orders or cashier's checks for six (6) months thereafter for that account. Special payments including those for late fees and return check charges or other sums owed to the Community as the result of a home owner's failure to comply with his/her lease, prospectus or with the Community rules and regulations must be made via the United States Postal Service. If a Resident has twice written personal checks on insufficient funds, then Community Management will only accept payment, on a permanent basis, in the form of money orders, cashier's checks, electronic funds transfer, or an alternative payment method approved by Management in advance. Returned checks may cause the Resident to incur both returned check fees and late payment fees concurrently.

## **5. SALE AND/OR REMOVAL OF HOME**

5.1 Home Owners have the right to sell their homes within the Community subject to the Community Owner's right of first refusal. The purchaser must, however, meet all requirements for residency prior to occupancy or the purchaser will be required to move the home from the Community (see rules re: Residency and Eviction).

5.2 A Home Owner intending to make a bona fide sale of his/her home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Home owner shall provide to Community Owner a copy of the final executed sales contract. Home Owner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. Resident shall direct the proposed purchaser to Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the home, or purchase of Home Owner's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by Home Owner. This rule does not in any way diminish or affect the obligation of every purchaser of a home to seek and to obtain written approval by Community Management prior to the change in occupancy of the home if the proposed purchaser intends to become a resident of the Community.

5.3 Prior to written approval of the purchaser for residency, Community Management will inspect the entire lot and exterior of the home to verify that it complies with all rules and regulations. The Home must meet all local code requirements, including but not limited to, electrical and plumbing. The inspection will include, but is not limited to, exterior maintenance, skirting, carports, awnings, attached structures, sheds, shrubs, trees and lawn care. Any infraction or deficiency must be repaired/upgraded. The seller and the purchaser must provide proof of completed repairs or written assurance to Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with community standards as set forth in these Rules and Regulations, within a reasonable time frame as specified by Community Management in writing. Community Management has the right to deny approval of the proposed purchaser if such work is not done; however, approval may not be unreasonably withheld.

5.4 Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number of the Resident, and the name of the broker, agent, or dealer where further information may be obtained. The display of any

other commercial enterprise on the sign is prohibited. Due to safety and security considerations, any home offered for sale must be registered with Community Management before a sign is displayed. All outside realtors, brokers or service companies working in the Community must show proof of current licensure and proof of appropriate liability insurance before starting work. Those without such proof of insurance on file with Community Management will be stopped from performing work inside the Community until such proof of insurance is presented to the Community office.

5.5 Community Owner requires that any home not meeting the Community's established standards, as required by these Rules, or any home which is improperly maintained, be upgraded to improve the quality and appearance of the home. Failure to meet the Community's requirements shall be a violation of these Rules.

5.6 In the event Home Owner intends to move the home from the Community, written notice must be given to Community Management of that intent at least thirty (30) days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of homes, properly licensed and authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a security deposit of up to \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to insure against personal injury and damage to property. Written permission from Community Owner is required prior to any move of a home either into or out of the Community. All current charges must be paid in full prior to moving the home from the Community.

5.7 Any Home Owner who removes a home from the Community is responsible for any cleanup necessary, including removal of all trash, steps, broken concrete, planters, patios and footers, and any other discarded materials. Utility connections must be sealed, protected, and identified. The home site must be left in a clean and neat condition; it must be cleaned, cleared, and approved by Community Management. Home Owner is responsible for expenses incurred in restoring the site to a clean condition. Community Management shall provide written notice to Home Owner upon satisfactory completion of home site restoration. Home Owner's obligation for payment of lot rental amount shall terminate as of the end of the lease term in effect at the time of removal of Home Owner's home or at such time as agreed to in writing by Community Management.

5.8 Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the County in which the Community is located.

5.9 Community Management and Community Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the home of a Resident from the Community, except for Community Management's failure to perform a duty or negligent performance of a duty as implied by law.

5.10 Destruction of Home: Should the home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Home Owner must remove the salvage from the home site within fifteen (15) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

5.11 Right of First Refusal for Individual Mobile Homes.

5.11.1 If Home Owner offers a home for sale, or if Home Owner receives a bona fide offer for the purchase of his or her home, Home Owner shall notify Community Management, in writing, of: (a) Home Owners' offer, identifying the price, terms and conditions of the offer made by the Home Owner, and (b) for any bona fide offer received from any third party (the "Third Party Offeror"), Home Owner shall identify the Third Party Offeror, provide a full and correct copy of the Third Party Offeror's offer, including the price, terms and all conditions of the offer and of copies of all documents comprising the offer. This notice to Community Management by Home Owner shall be referred to as the "Offer Notice". Community Management shall have three (3) business days to accept the price, terms and conditions of the Offer Notice by providing written notice of the acceptance to Home Owner. Upon delivery of a timely acceptance of the Offer Notice, the Parties shall cooperate in good faith to complete the sale of the home to the Community Owner.

If Community Management fails to timely accept an Offer Notice served in full compliance with this rule, Home Owner shall be free at any time to sell the home to a party or parties other than Community Owner. If Home Owner thereafter elects to offer, or accept a Third Party Offeror's offer, for a sale of the home at a price lower than the price specified in his or her original Offer Notice, Home Owner shall provide written notice of the revised offer and a copy of the same (the "Revised Offer Notice") to Community Management and Community Management shall have an additional three (3) business days from receipt of the Revised Offer Notice to accept the revised offer. An Offer Notice or Revised Offer Notice to Community Management shall be promptly delivered to Community Owner. (Home Owner shall be entitled to a receipt for any Offer Notice or Revised Offer Notice delivered by hand delivery). Acceptance of an offer made in an Offer Notice or Revised Offer Notice by Community Management shall be by certified mail or recognized overnight delivery service, with a copy of the acceptance posted on the home. If an offer made or received by Home Owner does not include the appliances, fixtures or window coverings for the home, the Offer Notice or Revised Offer Notice shall clearly identify the items which are not included. Clear title and proof of ownership shall be conditions precedent to Community Owner's purchase of a home.

5.11.2 This rule is intended to enable Community Owner to retain homes in the Community, and thus to preserve occupancy and continued revenues. Community Owner's rights hereunder are unique, and are difficult or impossible to quantify.

5.11.3 Community Owner may record in the public records a memorandum of the rights granted by this rule. Community Owner may also give notice of its rights, by any manner or means to any third party, including, but not limited to, any Third Party Offeror, potential buyer(s), or individual(s) or entity(ies) involved in the sale, transport, or brokerage of mobile homes.

## **6. SETUP: NEW or RESALES**

6.1 The location and positioning of a non-Community owned home being placed on a lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Resident's home or lot installed by Home Owner as a requirement of tenancy in the Community but not including any improvements such as sidewalks and utility connections which will be of use to Community residents or other occupants of the Lot after removal of the home regardless of the size or dimensions of any other home or appurtenances thereto which may be placed will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community.

6.2 Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to Community Owner. Written approval from Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

6.3 Homes must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with Community Management's specifications. Homes must be anchored immediately, as required by governmental regulations.

6.4 All of the materials utilized in connection with the erection and completion of the home as contained within these Rules shall be of a quality, type, style, color and pattern approved in advance in writing by Community Management. Community Management shall have approval rights over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Community. All installations shall comply with federal, State and local laws, codes and regulations, and shall comply with all standards referenced within these Rules and the Lease Agreement.

6.5 Home Owner agrees that the following standards and requirements, and the home owner required improvements set forth in the Rental Agreement, shall be met and completed, if required by applicable ordinance, under a building permit issued by the city or county building department or other applicable local agency and approved by Community Management:

6.5.1 All homes being placed in the Community by Home Owners beginning a new tenancy in the Community must have removable hitches which shall be removed upon anchoring, and older homes moved into the Community after the effective date of these Rules that do not have hitches that are designed to be removed, shall nonetheless be removed and the gap area restored.

6.5.2 All homes entering the Community must be skirted on all sides with decorative concrete block, aluminum, vinyl or other materials and in colors or styles approved by Community Management. Skirting must be completed within 30 days of delivery of the home in the Community, and must be maintained regularly to insure a uniform and attractive Community. If the present skirting is destroyed by windstorm, an act of God, or by any other means, or substantially replaced, replacement skirting must be of the approved type. All skirting must be of a color consistent with the color of the home.

6.5.3 A hard-surface driveway (concrete or asphalt) is preferred if installed. Unacceptable driveway materials include gravel, sand, brick, paver stones, timbers, aggregate rock and other similar materials. The color of any stains to be applied to a driveway or walkway must be approved in writing in advance by Community Management. Only a concrete stain may be used. Acrylic, enamel or any other type "paint" is not allowed. Any driveway or walkway allowed to become unsightly must be cleaned or re-stained.

6.5.4 Entry steps and stoops approved by Community Management must be installed on all homes being placed in the Community by Home Owners beginning a new tenancy in the Community, and on existing homes in the Community if required by code requirements, at all entrances to the home. All steps (both front and back door) on such new homes and on existing homes where required by local code requirements, must have an adequate handrail running the entire length of the steps.

6.5.5 Central air conditioning must be installed on all homes being placed in the Community by Home Owners beginning a new tenancy in the Community. No air conditioning or heating unit shall be newly installed in the front window or front wall of any home, or any wall facing a street. Central air conditioner compressors must be placed on a cement slab. Existing window units must be securely and attractively braced to the home.

6.5.6 Utility sheds (buildings) must be constructed of sturdy vinyl, aluminum, painted sheet metal or other finished siding material approved by Community Management prior to installation and must be anchored on a poured concrete slab or an approved sturdy wooden platform. Sheds may not be newly erected or reinstalled on a patio slab or driveway and can be no larger than 10' x 10' or 12' x 12'. The center line of the roof of the shed cannot be higher than the home. Wherever required, a permit must be obtained from the local city or county building department and from Community Management before installation. Sheds shall be located in the back of the home but may not be installed in a location bordered by a street. Only one shed per lot is allowed and sheds are prohibited from being equipped or tied-in with utilities such as electricity and water, unless prior written approval from Community Management is obtained as to the number of sheds and utility tie-in.

6.5.7 Home owners must secure their street numbers and/or home lot numbers on the front of the home, placed consistently with surrounding homes in accordance with applicable County Code requirements.

6.5.8 Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets, aluminum foil or similar items are prohibited from being used as a window covering or shade device.

6.5.9 No appliances, including but not limited to washers and dryers, may be placed outside the home.

6.5.10 The home owner is required to install an awning.

6.6 The use of gas appliances for home heating is permitted; however, Resident shall give written notice to Community Management at least 7 days in advance of any installation of such appliances and shall provide documentation of installation by a licensed and insured contractor to Community Management upon completion of same. Propane tanks for use in outdoor grills or similar devices are not permitted in any area directly visible to any street.

6.7 Exceptions. Management reserves the exclusive, unrestricted right to grant exceptions to the referenced Home Owner required improvements due to space limitations, design considerations, etc., in cases where the intent of the requirement is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the community by other residents or when the basis for the variance is deemed sufficient in the discretion of management.

## **7. MAINTENANCE OF HOMES**

7.1 Residents who commence occupancy in the Community must meet community standards, as disclosed in these Rules and Regulations. Community Management is in the continual process of maintaining these Community standards and reserves the right to require Residents to comply with the community standards, as set forth in these Rules and Regulations, in effect at the time of the Resident's entrance into the community. These requirements may be modified by Community Management due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Management. Alterations or modifications to a home made in violation of these rules and regulations must be removed or replaced.

7.2 All homes and applicable buildings must be maintained in compliance with all municipal, county and State housing and health codes. In the event any governmental agency shall impose a fine for failure of the Home Owner to comply with the same, Home Owner shall be responsible for payment; and, in the event the Community pays the fine, Home Owner shall promptly reimburse Community Owner for the payment made on Home Owner's behalf.

7.3 Maintenance: All homes, carports, sheds, or any other items placed on a lot by Home Owner, must be maintained in a clean and orderly manner and in good repair. Home Owner must immediately repair and promptly report to Community Management any water leaks in or from pipes or fixtures in, on or under the home up to the point where the systems connect to the shut-off valve on the lot. This requirement includes any pipes above ground and in the home. Any damages or costs incurred by water leaks which are caused by the Home Owner will be the sole responsibility of the Home Owner. The exterior surfaces of the home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well-maintained home in the Community within thirty (30) days. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Home Owner to perform repairs, repainting or other maintenance that is needed to maintain community standards as set forth in these Rules and Regulations.

7.4 Parking Area: Where the Community has provided a paved parking area on the lot, Home Owner is responsible for maintaining this paved area and keeping it in a state of cleanliness and repair. If damaged by Resident or guest(s) during the tenancy, Home Owner must repair same. This obligation includes any oil spill or leak.

7.5 Exterior Surfaces: As the appearance of the home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home, and free from mold and mildew. Community Management reserves the right to require Home Owners to pressure wash their homes if Community Management determines, in its sole discretion, that pressure washing is needed in order to restore the home to a well-maintained condition. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace damaged, dilapidated, peeling, faded, or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

7.6 All exterior materials used in upgrading, must be approved in writing by Community Management prior to their use on the home. The materials used should be consistent with the types of materials used on well- maintained homes in the community.

7.7 Alterations/Additions: Home Owners are encouraged to upgrade their homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with community standards as set forth in these Rules and Regulations, all improvements, additions, and alterations, including but not limited to replacement of existing porches, concrete slabs, carports, screened-in areas, awnings, skirting, steps, walkways, utility buildings, and similar items and the location of air conditioning units, must be approved in writing by Community Management prior to commencement of work.

7.7.1 No change may be made to the color of the exterior of the home or any portion thereof without prior written permission of Management. A sample of the proposed new color(s) must be shown to and approved by Management prior to repainting.

7.7.2 Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record.

7.7.3 If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of Home Owner (following prior approval by Community Management).

7.7.4 Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community Residents. In addition to all other remedies available to it, Community Management may require Home Owner to remove any unapproved construction or addition.

7.7.5 Resident shall consult the Community Management before doing any digging, as certain utility and service connections are underground and Resident shall call for any required utility location. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

7.7.6 All improvements must be completed within thirty (30) days of approval by Community Management. For additional information on community standards, please see Rule, "Setup: New or Resales."

## **8. LOT CARE**

It shall be the responsibility of Resident to ensure that the lot is properly maintained. All lots must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

8.1 Alterations: Any alterations or modifications to a lot, including attachments, driveways, landscaping, must have the written consent of Community Management prior to commencement of work. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record. Alterations or modifications to a lot made in violation of these rule and regulations must be removed or replaced in order to comply with community standards as set forth in these rules and regulations, at Home Owner's expense.

8.2 Maintenance: Resident is responsible for the overall appearance of the lot. The lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, landscaping, trees (including citrus and ornamental trees), and shrubbery thereon including mowing, trimming, edging, weeding, watering, and the general care thereof. If, after proper notice and an opportunity to take corrective action, Resident fails to properly maintain the lot to Community



Standards as set forth in these Rules and Regulations, then Community Management may have the necessary work performed and charge the home owner for the actual costs and expenses incurred. The Community is not responsible for damage to homes or lots resulting from acts of nature.

8.2.1 Sod: Resident must trim and edge along the sides of the home, walkways, driveways and streets before they become unsightly and overgrown. Generally, this means mowing when the lawn reaches approximately three inches (3") in height. The object is to keep the Resident's lawns and the Community looking neat. Grass sod which has been damaged or destroyed by neglect, disease, insects, lack of water, vehicular traffic, or through other fault of the Resident, must be repaired or replaced at Resident's expense; if the lawn contains smooth river pebble in place of sod and such smooth river pebble has been damaged or destroyed by neglect, vehicular traffic, or through other fault of the Resident, it must also be repaired or replaced. If, in the opinion of Community Management, all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from Community Management to complete this repair at Resident's expense (this requirement shall apply only if the lawn was substantially sodded when the home was purchased).

8.2.2 Landscaping: Additional landscaping (including trees and shrubs) may be planted with Community Management's prior written approval as to type and location; plantings too close to the exterior of the home are prohibited. Community Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site. For example, some unacceptable plants include Melaleuca (pumpkin bark tree), Norfolk Pine, Australian Pines, Chinese Tallow (popcorn tree), Brazilian pepper, Rubber trees, and Spanish bayonet. The home owner is responsible for maintaining and trimming any trees and shrubs existing on the home site before their residency and is responsible for any new plantings which have been added by the home owner. Plantings and shrubbery in the front or the sides of the home cannot cover or obscure windows. Plantings are not to exceed 4 ft. in height and must be trimmed to maintain a 4 ft. maximum height. Trees and shrubs may not be removed without the written consent of Community Management. Sod must be replaced by the home owner where planting is removed. Community Management must approve the location of any diggings due to the ultimate size of plants, underground utilities, and lawn maintenance. Shrubby, trees, and plants planted become part of the land and may not be removed without Community Management's permission.

8.2.3 Trees and Shrubs: Trees and shrubs which are on the lot of Home Owner and which are destroyed or damaged by high winds, by any act of nature, by disease, or in any other way, must be removed by Resident as part of the required lot maintenance; this includes dead trees and shrubs. Trees must be trimmed to maintain a minimum clearance of six (6) feet from foliage to ground. Resident must pick-up and dispose of fruit dropped from trees, remove dead or diseased plants, shrubs, or trees. Lot maintenance which is to be performed by Resident includes fallen tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal and repair or treatment of damage, disease or infestation from lawn pests. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot, is considered to be "on the lot." Any tree, the trunk of which is on a boundary line of Home Owner's lot, is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two lots) or of the Community Owner (if the trunk is on a boundary line separating Resident's lot from a common area of the Community or from an unoccupied lot).

8.2.4 Vegetable Gardens: Vegetable gardens are prohibited on the home site except where prior written approval from Community Management has been obtained.

8.2.5 Absences: Residents who are going to be absent from the Community for more than ten (10) days must notify Community Management as to what arrangements have been made for the necessary grounds care. Community Management reserves the right to do the necessary work at Resident's expense so that the lot will meet these Rules. Water valve must be shut off when a home owner or resident is gone for more than three (3) days.

8.2.6 Watering: Sprinklers and hoses shall not be left running unattended. Excessive watering which causes draining into streets, carports, under homes or adjacent home sites, or otherwise causes run-off from Home Owner's home site is not permitted. Community Management may enter a home site and turn off the water in these instances in order to protect the Community. Automatic lawn sprinkler systems must be approved by Community

Management prior to installation and must be constructed in accordance with applicable government regulations after permits are obtained. Restricted watering days and/or hours may be required in compliance with directives from governing authorities; if so, such requirements will be posted in the Community and must be strictly observed.

8.2.7 Ditches: Those Home Owners whose lots are adjacent to drainage ditches are required to maintain the space up to the banks of said ditches to prevent unsightliness. Likewise, there shall be no dumping of leaves, clippings or other debris into the ditch by anyone. If any trash is dumped by Home Owner in such areas adjacent to Home Owner's lot, it must be removed at the Home Owner's expense.

8.3 Laundry Lines: Only removable umbrella or reel-type laundry lines will be approved and must be placed at the rear of the home. Laundry lines must be taken down daily and properly stored between uses. Pole location must be approved in writing by Community Management prior to installation to avoid damage to underground utilities. Lines for hanging clothes outside and lines strung between trees or on carport supports will not be permitted. No one is permitted to hang towels, rugs, rags, wearing apparel, or any other such items on the home or on any other device on the home site, excepting the approved laundry line.

8.4 Solar Energy Devices: All solar energy devices (including solar powered devices and solar panels) must be approved by Community Management in writing prior to installation and must be constructed and installed in accordance with applicable state and local regulations and shall be installed only after all required permits, if any, are obtained.

8.5 Fencing: No fences are permitted except those installed by Community Owner.

8.6 Antennas: No antennas or outdoor reception devices shall in any way be attached to or protruding from any home or home site, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multichannel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Community Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community.

8.6.1 To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the home site. Home Owner is prohibited from installing satellite dishes or broadcast TV antennas outside Home Owner's home site.

8.6.2 Due to safety concerns posed by winds and the risk of falling outdoor reception devices and masts, these items together may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, approved outdoor reception devices shall not be installed nearer to a home site boundary than the combined height of the mast and reception device. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

8.7 Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground or around the perimeter of the home site without prior written approval of Community Management due to the danger of interfering with or damaging underground utilities. Home Owner will be liable for any expense incurred by the Community resulting from violation of this Rule.

## 8.8 Outdoor Equipment:

8.8.1 No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the residential lot. No newly installed swing sets are allowed on the residential lot; existing swing sets may not be replaced.

8.8.2 Basketball hoops (either portable or stationary) may be permitted if prior written approval is received before installation, installation is done in a manner that is safe and does not disrupt the privacy of neighbors, the equipment is well maintained, and the Resident does not allow use except under Resident's supervision. Basketball hoops may not be set up on or near the street and must be located at the rear of the driveway. However, if the Community offers a basketball court as an amenity in the future, then basketball hoops are prohibited from being installed or located on the residential lot.

8.8.3 Swimming pools, lap pools, hot tubs, spas, saunas, water gardens, water fountains, or any similar personal property or improvements are prohibited.

8.8.4 No outdoor fireplaces, fire pits, chimeneas, fire bowls, oil lamps, lanterns, or outdoor heaters of any kind are allowed. Barbeque gas grills, charcoal grills, and smokers used for outdoor cooking are allowed.

8.8.5 Resident hereby indemnifies and holds harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of any allowable outdoor equipment.

8.8.6 The use of outdoor recreation equipment is subject to noise restrictions. (See rule re: Resident and Guest Conduct for further information.)

8.9 Outdoor Signage and Flags: Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home. Residents may display one portable, removable United States flag or official flag of the State of Florida, not larger than 4½ feet by 6 feet, in a respectful manner in or on their home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag in a respectful manner in or on their home. No other flags may be displayed on the home or in the yard.

8.10 Storage: Lawn care equipment, tools, toys, and other equipment must be stored out of sight in a neat and orderly manner when not in use. No articles are to be stored in a visible location outside, on, or beneath the home, the deck, stoop, screened room, or patio.

8.11 Furniture: Only furniture specifically designed for outside use is allowed outside the home. Patio furniture and grills must be placed adjacent to the home when not in use. Any temporary structures such as portable carport covers, tents and party tents, canopies, pavilions, or other similar structures are prohibited from being permanently installed on the residential lot and must be taken down daily after use and properly stored.

8.12 Temporary Structures. Temporary structures such as pop up carports, garages or sheds are not permitted.

8.13 Trespass: Community Owner considers each lot space within the community to be absolutely private to the demised Home Owner, and it shall be a violation of these rules and regulations for anyone to trespass through or upon the lot of another.

## **9. GUESTS**

9.1 All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Such person(s) will be required to be approved for residency within the Community pursuant to the Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of Resident.

9.2 Guests are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a guest must vacate the Community within 24 hours of delivery to Resident or the guest of a written demand to vacate.

9.3 Without prior written consent of Community Management guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Service animals are permitted for handicapped persons.

9.4 All overnight guests or guests who will be using Community recreational facilities, if any, must be registered by their resident host with the Community Management between the hours of 9:00 A.M. and 5:00 P.M. Guests arriving on weekends or holidays may be registered between 9:00 A.M. and 5:00 P.M. the last day prior to their arrival. Failure to register your guest will subject the guest to immediate removal from the Community. Guests must notify Community Management upon departure. Seasonal occupants are requested to notify Community Management of the period(s) during which the home is vacant.

## **10. VEHICLES AND PARKING**

Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation with a payload capacity which does not exceed 1 ton and is without advertising logos, signage, decals, and stickers.

10.1 Vehicles: All vehicles must have liability insurance in the minimum amount required by State law.

10.1.1 Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle, any vehicle with a payload capacity exceeding 1 ton, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being stored in the Community.

10.1.2 If space in the designated storage area is available and storage fees as applicable are paid, then Resident may have the non-exclusive right of access to and use of the storage area for the purpose of storing the Resident's qualifying vehicle. Vehicles qualifying for placement in the storage area include a Resident's recreational vehicle or motorhome, boat, boat trailer, camper, utility trailer, motorcycle trailer, or personal water craft. In general, personal vehicles and commercial vehicles are prohibited from being stored in the storage area.

10.1.3 Motorcycles and mopeds which are properly registered and operated by a Resident with a valid operator's license will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by Residents or guests. All permitted vehicles must have factory-type quiet mufflers. Prior to storing, parking and/or driving any motorcycles,

mopeds or motor scooters in the Community, it is Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled.

10.1.3 ATVs, minibikes, dirt bikes, go-carts, or any similar motorized vehicles are prohibited from being operated in the Community. No unlicensed off-road vehicles will be permitted within the Community.

10.1.4 Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

10.2 Parking: Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. Parking on roadways within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time.

10.2.1 Resident is permitted a total of one (1) vehicle per lot, provided there is adequate room on the driveway, except with the express written consent of Community Management for an exception to this rule.

10.2.2 Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

10.2.3 Unless otherwise provided by Community specific rules, the street right-of-way may not be used for parking. A guest's vehicle may be temporarily parked in the street right-of-way but never overnight (and in no event for more than five (5) hours). A Resident's vehicles may be temporarily parked in the street right-of-way for drop-off and pick-up for no more than fifteen (15) minutes but never overnight. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community and not on other Home Owner's lots. Residents are responsible to insure that guests' vehicles comply with these rules.

10.3 Vehicle Repairs: Mechanical or other repair of vehicles, boats or trailers is not permitted at a residential lot or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, handpainted, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, payable to the towing service and not to Community Owner.

10.4 Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to Community Owner.

10.5 Speed bumps, if installed, are a safety device. Community Owner is not responsible for any damage or personal injury resulting from contact with a speed bump.

10.6 Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 10 miles per hour and must obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these Rules will be enforced as this is for the safety of our Community Residents. Residents must inform all visiting guests/invitees about the speed limit and the aforementioned rules.

10.7 Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules. Bicycle riding in the Community after dark is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear the bike. Bicycle riders must obey all street signs.

10.8 The building or repair of boats in the Community is prohibited.

## **11. PETS**

11.1 Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained and submitted prior to the time the pet is actually brought into the Community. No more than one (1) generally accepted domestic pet which has been approved and registered by the Community Manager are allowed per household. To be approved, the pet must be an inside pet and a true household pet, weighing no more than twenty-five (25) pounds at maturity. Community Management reserves the right to make decisions on pets on a case by case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior or any dog whose breed or breed mixture appears to be a dangerous breed as described in the Dog Rule below. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information or pet behavior.

11.2 Completion of the written application form by Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include, but not be limited to, the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number and current vaccination status of the pet, the veterinarian for such pet, the length of time that said pet has been with Resident and any history of the pet as it pertains to barking, attacking, growling, biting, other menacing behavior or law suits occasioned by its behavior. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Rules if the pet is not immediately removed.

11.3 As part of the application, Resident shall submit to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

11.4 No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community.

### **11.5 Dogs**

11.5.1 The following breeds are not permitted under any circumstances, regardless of whether prior approval for the same has been acquired: Doberman Pinschers, German Shepherds, Rottweilers, Pit Bulls, Staffordshire Bull Terriers, Chow Chows, Akitas, wolf/dog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior. An animal is considered "aggressive" when its behavior reasonably causes fear for a Resident, guest or Community employee or contractor. A single bite is sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved "house dogs" (no larger than twenty-five (25) pounds at maturity) capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by the local animal control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residency in the Community and Residents of the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management in conjunction with the approval process.

11.5.2 Dog owners are required to demonstrate full control of their dog and its behavior. If a complaint is received by Community Management regarding the behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be

permanently removed from the Community or that the Resident provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.

11.5.3 Dogs must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on Home Owner's lot or on the common areas or entrances to the Community. When outside the confines of the home, all droppings must be immediately removed by the Resident. In no event may a dog be permitted to trespass on another Home Owner's lot.

11.5.4 Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the dog's owner. No outside fences or pet restraining perimeters, whether above or below ground, dog houses, dog runs, cages, or other containers or forms of restraint of any kind for the retention of pets will be permitted on the lot.

11.5.5 Persistent barking (barks or howls for ten sustained minutes or more on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior.

11.5.6 Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

## 11.6 Cats

11.6.1 Domesticated cats for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by local animal control) is current and is maintained current are permitted. Applicants for residency in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.

11.6.2 Cats must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods.

11.6.3 Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the cat's owner. No outside fences or pet restraining perimeters, whether above or below ground, or other forms of restraint of any kind for the retention of pets will be permitted on the lot.

11.6.4 Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

11.6.5 Persistent howling which is audible outside the home by any cat at any time of the day or night constitutes unacceptable cat behavior.

## 11.7 Birds

11.7.1 Pet birds whose singing or other noises are not audible outside the Home Owner's home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

11.7.2 Community Management will investigate any and all written complaints concerning birds from any neighboring Resident. When bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance under these Rules.

11.8 Other Animals: No other agricultural or wild animals, poisonous creatures or exotic creatures such as pigs, iguanas, snakes, ferrets, rabbits, etc., are permitted in the Community.

11.9 Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

11.10 Without the prior written approval of Community Management, pets belonging to daily visitors and/or overnight visitors of Residents must be boarded outside of the Community. However, guests' service animals are permitted.

11.11 Pets are specifically prohibited from the common areas and recreational facilities of the Community.

11.12 Feeding of stray or wild animals is prohibited.

11.13 Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may, but is not obligated to, first attempt to return the animal to its owner.

## **12. UTILITIES**

12.1 Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the Home Owner's responsibility. Home Owner must determine the amperage requirements of his home, appliances, and equipment. If Home Owner's amperage requirement is not met, Home Owner shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Home Owner's sole responsibility to purchase the wire and required connecting device and to hire a duly licensed electrician for this installation. Home Owner must notify and cooperate with Community Management for the placement of the electrical components. Home Owner is responsible to Community Management and to the other home owners within the Community for any damage that arises from faulty wiring within the home, inadequate amperage, or improper installation of the electrical components.

12.2 Utility Repairs: All utility problems must first be reported to Community Management before commencing any repairs. The cost for repairs made without notifying Community Management, including any damages incurred, will be the Home Owner's responsibility. Community Management is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Residents must immediately repair any water or sewage leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Home Owner's lot. Home Owner's obligation for maintenance and repair of water, sewer, and electric lines and connections are set forth in the Rental Agreement. Home Owner must arrange for electrical upgrades or modifications necessitated by Home Owner's use of electrical power.

12.3 The Community Owner shall not be liable for any damage resulting from temporary interruption of water service. Hot water heaters, if installed, should be equipped with an antisiphon valve to prevent a health and safety hazard and avoid damage to the hot water heater in the event of interruption of water service, and Community Owner shall not be liable for any such damage. As noted above, the Home Owner shall promptly repair or cause to be repaired any defective plumbing, electrical, or other related issues in the home, including dripping faucets. The Home Owner shall not waste or unreasonably use the water supply. Watering of lawns may be restricted depending on applicable local and state restrictions regarding same, which must be complied with. Watering outside of any such hours is prohibited.

## **13. GARBAGE AND TRASH DISPOSAL**

13.1 All garbage must be securely closed at all times and stored in an inconspicuous location on the lot until the time comes for the garbage containers to be placed at the appropriate curbside location for pickup. Also, (1) Yard



trash and cuttings must be put in plastic bags containing no trash; (2) Limbs must be tied in bundles, none over 3 feet in length; and (3) Cardboard boxes must be broken down flat - any items falling under one or more of these three categories must be disposed of properly and promptly by the Resident outside of the Community.

13.2 Loose items such as trash cans, water hoses, building materials and similar outdoor equipment are to be properly stored indoors and out of view. Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the home owner who occupies the space from which the foreign object originated.

13.3 The garbage company will pick up trash according to their own schedule and rules. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Resident's responsibility to remove any trash the garbage company will not handle.

13.4 Home owners, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the community, and from transporting to or from the leased site or other area of the Community any hazardous waste.

#### **14. RESIDENT AND GUEST CONDUCT**

14.1 Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the home or inside the home if audible outside the home, are not permitted in the Community. All Residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules.

14.2 Residents, occupants, and guests are not permitted to play in the streets, in vacant lots, or in the yards of other residents; are not permitted to climb trees in the Community or play ball in the Community streets; or to pass through other residents' yards. Resident shall be responsible for the actions of such occupants and guests who violate these Rules and Regulations. Such violations are considered to be violations by the Resident.

14.3 Skateboarding is prohibited in all common areas of the Community, including vacant lots.

14.4 Residents and those persons residing with Resident shall not allow anything to be done on the residential lot or in the home, including the operation of any equipment or machinery, that may result in serious property damage to the home, residential lot or Community in which the home is located or that is disturbing to other Residents. Residents and those persons residing with Residents shall not allow any activity that may constitute or create a liability on the part of Community Owner or interfere with the quiet enjoyment of other Residents.

14.5 No alcoholic beverages may be used or consumed on or in any common area of the Community. Smoking is not allowed in any of the Community's recreational facilities (if applicable) or common areas.

14.6 Residents will be held responsible for their own conduct and the conduct of the members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Community Owner's property. Guests may not sleep in vehicles.

14.7 Illegal drugs (under either state or federal laws) are strictly prohibited and will not be permitted.

14.8 Home Owners shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner and Community Manager, their affiliates and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by assault, battery, or other crime. In addition, Home Owners shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State.

14.9 The use or display of weapons in the Community by Resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

14.10 Criminal activity in Community is strictly prohibited and will not be permitted.

14.10.1 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

14.10.2 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the home, leased lot, or otherwise.

14.10.3 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, will not permit the home to be used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

14.10.4 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the home, leased lot or otherwise.

14.10.5 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot or otherwise, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.

14.10.6 VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the lot rental agreement pursuant to the requirements of section 723.061, Florida Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

14.11 No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community.

14.12 Residents and guests shall not loiter or wander on the streets of the Community between the hours of 9:00 p.m. and sunrise. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.

## **15. SOLICITING OR PEDDLING**

Soliciting or peddling is not permitted in the Community other than Resident solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

## **16. BUSINESS**

16.1 No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, from or within the Community and no advertising signs may be erected on the Resident's lot or home. Babysitting for compensation is a commercial enterprise and is prohibited within the Community except by written consent of Community Management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a home or of any interest in a home for the purpose of resale, leasing, subleasing, renting or other business use.

16.2 No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual Home Owners will be based on Home Owner(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Community resident.

## **17. RECREATIONAL AND COMMON FACILITIES**

17.1 The specific hours of operation for the Community's recreational and common facilities are posted at the facility's location, if applicable, and are disclosed in the prospectus. The recreational facilities may and will be closed from time to time as necessary in Community Management's judgment for appropriate cleaning and/or repairs, for maintenance or weather concerns, or for safety reasons, and no such closures shall be grounds for abatement of rent. All rules related to use of the common and recreational areas will be strictly enforced. The rules regarding resident and guest conduct apply to the use of recreational facilities. (See rule re: Home Owner and Guest Conduct for further information.) All Guests must be accompanied by a resident when using recreational facilities.

17.2 Violations of the rules for recreational and common facilities may subject the resident to legal action, including eviction of the resident or, if Community Owner so elects and the resident accepts, suspension of the resident's privileges to use the common area or recreational facility to which such violated rule applies. Acceptance of the suspension of privileges must be acknowledged by the resident in writing and provided to Community Management no later than three (3) days from receipt of the notice of violation. The length of the suspension will be based on the severity of the violation(s) as determined in the sole discretion of Community Management and may last for the remainder of the resident's tenancy. Any subsequent violation of common area and/or recreational facilities rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with Section 723.061, Florida Statutes.

17.3 The Community Owner reserves the right to eliminate the provision of any common facility or amenity in accordance with Chapter 723, Florida Statutes. One or more of the facilities or services may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, hurricane, tornado, earthquake, war, civil disturbance, vandalism, or any other circumstances reasonably beyond the control of the Community Owner or of the party providing such facility or service, including strike, work stoppage, shortage of materials, shortage of fuel or breakdown, repair or replacement of equipment, and intervention by governmental authority.

17.4 The recreational facilities, if and when they are installed, are provided for use by the residents and their guests on a "USE AT YOUR OWN RISK" basis. No drinking of alcoholic beverages is allowed in or around the recreation areas or buildings within the Community. No pets are allowed in the recreation areas. If there is water access at the Community, swimming, fishing, diving, boating, and other water activities are not allowed.

17.5 Laundry Facilities: If available in the Community, laundry facilities are provided for the exclusive use of our residents. Please follow the instructions on the machine and treat them with care as they are provided for your convenience. Tinting or dyeing is not allowed to be done as that may cause damage to the machines. Laundry is to be removed from the machines immediately upon completion of the washing and drying cycles. Each resident is to clean the machines and the laundry room area after use. Please notify Community Management of any malfunctions.

## **18. LAWS**

Resident must comply with all obligations imposed on mobile home owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Community residents.

## **19. COMMUNITY OWNER ACCESS TO HOME AND LOT**

In an emergency situation, Community Management may enter a lot and/or home to prevent imminent danger to an occupant of the home or to the home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, Community Management may enter onto the lot for purposes of repair and replacement of utilities and protection of the Community but not in such manner or at such time as to interfere unreasonably with Home Owner's quiet enjoyment of the lot.

## **20. LIENS**

To the extent permitted by law and contract, Community Owner will have a legal possessory lien on Home Owner's home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Home Owner or guests, and for any other recoverable expense under these Rules.

## **21. COMPLAINTS AND NOTICES**

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to Community Management. If you have any complaints or recommendations, please discuss them with the Community Management. Avoid passing rumors on to others. Contact Community Management; we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes or messages.

## **22. MAINTENANCE REQUESTS**

All requests for Community maintenance must: (1) be submitted to Community Management in writing; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.

**23. USE AND OCCUPANCY**

The residential lot shall be used solely for the purposes of placing a home thereon for the residential use and occupancy of Resident. Without prior written consent of Community Owner, the lot may not be occupied by more than 2 persons per bedroom.

**24. LIABILITY FOR DAMAGES**

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, guest, or invitee on the residential lot, caused by but not limited to: (a) any condition of the lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any occupant, guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the lot, or of any guest or invitee of any Resident or occupant of the lot.

**25. INSURANCE**

Home Owners are required to obtain and to maintain liability insurance; Home Owners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this Community, or from occupancy of such home while it is in the Community. Home Owners shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

**26. FLORIDA STATE LICENSE DECAL**

All Home Owners must maintain current state registration decal on their home. Current state license decal(s) shall be conspicuously displayed on the home at all times. Please place it in the lower left-hand corner of a window which faces the street and display the current year only.

**27. GOVERNING LAW**

Community Owner-Resident relationship created by the Lease Agreement and these Rules shall be governed by applicable federal law and the law of the State of Florida. It is the intent of Community Owner and Resident to comply with applicable laws and that applicable federal and State law shall override any provision of these Rules that may be contrary to same.

**28. SUBLEASING AND RENTING**

Subleasing, including short-term rentals and vacation rentals, is prohibited in the Community. Examples of short-term rentals and vacation rentals include, but are not limited to, AirBnB, VRBO, etc., and any other similar or like kinds of rentals. No portion of the lot or manufactured home may be subleased, rented, or leased by Home Owner, nor

occupied by any person(s) by or through a rental/purchase option or such other similar lease of the lot. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing, renting or leasing by Home Owner shall be void, and shall constitute a default by Home Owner under his Lot Rental Agreement. Manufactured home spaces are not transferable. Homes must remain owner-occupied at all times. "Subleasing" is defined as the occupancy of a manufactured home by anyone other than the approved occupants while the approved occupants are not present or by guests whose stay exceeds that set forth in these Rules and Regulations.

## **29. LEASE AGREEMENT TERMS AND CONDITIONS**

A written Lease Agreement will be required of all new Residents prior to occupancy. These Rules and Regulations are deemed incorporated as terms and conditions of the Lease Agreement. Resident shall not assign the Lease Agreement, or any interest therein. In the case of automatically renewing lot leases that do not otherwise provide that they are assumable, with the prior written consent of Community Owner, the purchaser is allowed to assume only the remainder of the lot lease term in effect at the time of sale.

## **30. ENFORCEMENT AND EVICTION**

30.1 Prior to admission to this Community, each prospective Resident must sign an acknowledgment that they have read, and that they understand and agree to be bound by, the Rules and Regulations as set forth herein. Please note that ignorance of a Rule and Regulation is not an excuse for violation. Every effort will be made by Community Management to ensure that the Rules and Regulations are enforced. Your cooperation is essential in providing you and your neighbors a peaceful and enjoyable community.

30.2 Compliance and enforcement of Rules and Regulations is a matter between Community Management and the offending Resident, and as such, no other home owner or resident has any right against Community Management relative to enforcement of the Rules and Regulations against another resident.

30.3 Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, or a Notice of Rules Violation issued in accordance with section 723.061, Florida Statutes. It is expected that all Residents will correct the violation in a timely manner in accordance with section 723.061. Repeated violation could lead to possible eviction proceedings in accordance with applicable law.

30.4 A home owner, tenant, occupant, or the home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, and as amended. The grounds for eviction are summarized as follows:

30.4.1 nonpayment of lot rental amount;

30.4.2 conviction of a violation of a federal or state law or local ordinances, if the violation is detrimental to the health, safety, or welfare of the other residents of the Community;

30.4.3 violation of a Community rule or regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes;

30.4.4 a change in the use of land comprising the Community or any portion thereof; or

30.4.5 failure of the purchaser, prospective tenant, or occupant of a home situated in the Community to be qualified as, and to obtain approval to become, a tenant or occupant of the home, such approval being required by these Rules and Regulations.

30.4.6 Pursuant to Section 723.061(1)(e), Florida Statutes, if a purchaser or prospective tenant of a home occupies the home before approval is granted, Community Management may require that the purchaser, prospective tenant, or unauthorized occupant vacate the Community within 7 days of receipt of a notice demanding same.

**31. WAIVER**

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

**32. SPECIAL EXCEPTIONS**

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written 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 Community. For example, variances to these Rules may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

**33. SURVIVAL**

If any portion of these Rules and Regulations is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules and Regulations shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Rules and Regulations, such State or local law shall control the relationship between the parties hereto.