

FRANCIS #2 MOBILE PARK INC.
RULES & REGULATIONS

Revised: April 19, 2024

Francis #2 Mobile Park Inc. is intended for housing of persons 55 years of age or older and claims exemption from provisions of Federal and State Fair Housing Acts regarding discrimination based on familial status and occupancy of units.

1. Any owner/resident wishing to use the clubhouse facilities for a special purpose must submit their written request with all details to the Board of Directors for consideration.
2. Pool Rules are attached to these Rules and Regulations and are prominently displayed at the pool.
3. The posted park speed limit of 25 mph will be observed and the Highlands County Sheriff patrols the roads.
4. It is mandatory that all mobile homes display the house number on the front of the mobile home or mailbox and the numbers are to be at least four (4) inches high.
5. For the protection of your property, any time an owner/resident leaves the park for a week or longer, you shall notify the park office and provide the office with an address(s) and phone number(s) where, in the event of an emergency, the owner/resident can be contacted.
6. Mobile home installation must meet the dimensions stated in the Covenants and Restrictions. Lots and mobile dwellings must be properly maintained in good condition and appearance, and will not injuriously affect the value of adjoining or adjacent premises or neighborhood. (Re: C&R; Art. VI; Para. A & A1)
7. Any fence erected on or around a lot shall be no higher than three (3) feet. The fence shall be constructed of chain wire or plastic/vinyl only. Fences shall only be constructed within the property lines of the lot and will be maintained in good repair. (Re: C&R; Art. VI; Para. B)
8. At least one (1) owner/resident in each home shall be 55 years of age or older and no one under the age of 45 shall be a permanent resident. Permanent residency in each home is limited to two (2) persons meeting the above qualifications. The owner/resident in each home must provide reliable, documented evidence of age of each person occupying the home upon request of the Association. (Re: C&R; Art. VI; Para C & C1)
9. All utilities are underground in or on the reserved easements. Contact the Association and your utility company prior to digging or otherwise changing anything in or on the reserved easement. (C&R; Art. VI; Para. D)
10. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot or part thereof shall be used or occupied injuriously to affect the use, occupancy or value of adjoining or adjacent premises for residential purposes or the neighborhood wherein said lot is situated. No open fires for the purpose of burning wood or any other combustible materials will not be permitted within fifty (50) feet of any occupied building. This is in compliance with Florida State Fire Codes. (Re: C&R; Art. VI; Para. E)
11. No lot, lots or portions thereof shall be used or maintained as a dumping ground for rubbish, trash, junk cars, junk trailers or waste. (Re: C&R; Art. VI; Para. F)

12. No animals, reptiles or poultry of any kind shall be raised, bred, kept or maintained on any lot, except dogs and cats as household pets, provided that when outside a living unit, they are on a leash and they are not kept, bred or maintained for sale for any commercial purpose. No vicious dog breeds (Dobermans, Pit Bulls, Rottweilers, Chows, Akitas) or dogs over forty (40) pounds are allowed. Only one (1) pet per household. You must register your pet with the office. Pet owners must clean up all pet droppings. Pets shall be inoculated, as required by state and local health regulations, and a copy of inoculations given to the office. Dogs and cats are not allowed to be tied outside your mobile unit unattended. Residents shall ensure their pets do not bark or disturb/bother other residents. No pets are allowed in the clubhouse (service animals are an exception). In emergency situations, pets must be in a carrier. (Re: 2nd Amendment to C&R; Art. VI; Para. G)
13. No sign of any kind shall be displayed to public view on any lot, except one sign not more than five (5) square feet advertising the property for sale or rent. (Re: C&R; Art. VI; Para. H)
14. A mobile home burned or damaged by casualty, whatsoever rendering same unfit for normal occupancy or unsightly in appearance, shall be fully repaired or replaced by a unit of equal value, or by the complete removal within 120 days immediately following the casualty thereto. Non-compliance will result in removal of the property by the Association after thirty (30) days following written non-compliance notice to the effect, and will be removed by the Association at the full expense of the owner. (Re: 1st Amendment to C&R; Art. VI; Para. I)
15. All drying wash shall be hung in an area within the unit, except that a folding drying rack not more than six (6) feet in height and five (5) feet in spread may be placed in the rear of the lot. (Re: 1st Amendment to C&R; Art. VI; Para. J)
16. A person shall be permitted to visit Francis #2 Mobile Home Park for a period not to exceed thirty (30) days in one calendar year. The Board of Directors shall have the discretion to authorize an extension of said visit due to hardship. Said approval will be reviewed semiannually to determine if the hardship still exists. (Re: 1st Amendment to C&R; Art. VI; Para. K)
17. Visiting children twelve (12) years and younger must be supervised and accompanied by a lot owner/resident/parent at all times when using common areas, shuffleboard court and swimming pool. Any breakage or damage to common areas will be the responsibility of the host owner/resident. (Re: 1st Amendment to C&R; Art. VI; Para. L)
18. All trash containers shall be stored under the carport or at the rear of the mobile. When residents are away from their home for more than one (1) week, their trash containers must be stored inside or secured to the mobile. Trash and garbage may be placed on pickup site in morning of pickup or evening prior to pickup. Two (2) garbage cans are permitted on carport. (Re: 1st Amendment to C&R; Art. VI; Para. M)
19. No commercial vehicles or business vehicles shall be parked on the property other than vehicles servicing the property, with the exception of the property owner's personal vehicle. (Re: 2nd Amendment to C&R; Art. VI; Para. N)
20. No travel trailer, camper, motor home, boat or similar recreation vehicle shall be located on any lot or owner's carport for a period exceeding seventy-two (72) hours, unless it is parked fully under the carport cover. Parking for seventy-two (72) hours must be approved by the Board of Directors if vehicle is parked lengthwise along the curb near the pool parking area. During the entire period of the approved parking, the vehicle must remain unoccupied. (Re: 1st Amendment to C&R; Art. VI; Para. O)
21. No trade, business or profession shall be conducted, nor any commercial use of any lot, unless proper approval is obtained from the Board of Directors. In the event approval is obtained, there shall be no business equipment outside of the mobile home or in the carport with the exception of one (1) lawn mower. (Re: 1st Amendment to C&R; Art. VI; Para. P)

22. No fruit trees shall be planted in front or side yards between the front of the mobile home and the street, and no cane, punk, banyan or eucalyptus trees shall be planted in any location. (Re: 1st Amendment to C&R; Art. VI; Para Q)
23. Owners shall make sure their grass is mowed all year, whether the owner is present in the park or not. This includes weeding of flower beds and trimming of shrubbery and trees. Any lot with stone used to replace grass must be maintained free of weeds, mildew and grass, whether the owner is present in the park or not. Mulch may only be used within flower beds and must be contained within borders to help prevent it from washing away during heavy rain and from being blown away. It is the responsibility of each lot owner to notify the office who will be doing their lawn maintenance for the period they will be gone. (Re: 1st Amendment to C&R; Art. VI; Para. R)
24. The sale or resale of lots or mobile homes must be reported to the Association office and approval by the Association's Board of Directors of any new owner/resident shall be required before the sale can be finalized, and must meet the requirements of C&R; Art. VI; Paragraph C. The owner selling the lot or mobile home is responsible for informing the prospective buyer of the requirements set forth in the above Article and of the qualification of the park as a 55 years of age or older community. Seller must provide the prospective buyer of the property a Disclosure Summary prior to the sale, as required under Florida Statute 720.401 (Re: 1st Amendment to C&R; Art. VI; Para. S)
25. **Prospective buyers purchasing lots/mobile homes will be limited to the ownership of two (2) lots/mobile homes and the owner must reside in one.** Owners of rental property agree that said properties will be maintained in compliance with the Covenants and Restrictions, and further agree that renters of said properties will comply with these Covenants and Restrictions. Renters are active participants within the Francis #2 Mobile Home Park and are allowed to participate in all activities, committees and workshops, as desired, to assist in helping maintain our community and make the park a better place for all to enjoy. (Re: 1st Amendment to C&R; Art. VI; Para. T)
26. No vehicles of any type, recreational or otherwise, shall be parked on any portion of the front yard. Front yard means any portion of land that lies directly in front of a mobile home (grass or stone) and to the street. Motor vehicles shall be parked no closer to the roadway than six (6) feet for safety purposes. Golf carts may be parked in the carport, at side of mobile (from the front edge of the mobile to the rear of the mobile), back of mobile or on concrete pads. (Re: 1st Amendment to C&R; Art. VI; Para. U)
27. No solicitors or solicitations are permitted on common property or any other properties within the park. (Re: 1st Amendment to C&R; Art. VI; Para. V)
28. All construction and/or modifications on each lot or dwelling thereon must conform to the city and county building codes. (Re: 1st Amendment to C&R; Art. VI; Para. W)
29. Drivers must be sixteen (16) years of age or older to operate a golf cart and follow all the rules of the road. Anyone under the age of 16 must have an adult in the golf cart. Golf carts MUST HAVE headlights and taillights ON during hours of darkness. (1st Amendment to C&R; Art. VI; Para. X)
30. All personal property items, such as tables, chairs, bicycles, BBQ grills, golf carts, motorcycles and garbage containers are permitted under the carport area. (1st Amendment to C&R; Art. VI; Para. Y)
31. The use and/or flight of drones within the boundaries of Francis #2 Mobile Home Park, including all streets, lots, parcels, dwelling and common areas is prohibited. This ban on unmanned aircraft (UAS/drones) is intended to prevent bodily injury, property damage and/or loss of privacy to residents and guests of Francis #2 Mobile Home Park. Exceptions may be granted with Board approval. (1st Amendment to C&R; Art. VI; Para. Z)

32. Violations of any of the conditions, covenants or restrictions herein shall result in the assessment of fines by the Association to the owner of the lot on which the said non-compliance has occurred.
- a. Schedule of fines:
 - 1) First offense per incident \$ 25.00
 - 2) Second offense, same incident \$ 50.00
 - 3) Third offense, same incident \$100.00 per day
 - b. Written notice of a non-compliance incident will be issued to the owner at least fourteen (14) days prior to imposition of the fine.
 - c. A violator will be given an opportunity for a hearing before a committee of at least three (3) members appointed by the Association's Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee in accordance with Florida Statute, Chapter 720.305(2)(a).
 - d. Should non-compliance not be corrected within fifteen (15) days from the date the fine is approved by the committee as set forth in sub-paragraph C above, the herein stated fine will be assessed. The fine for a third offence, same incident, shall be assessed for each day of a continuing violation, up to a maximum fine of \$5,000.00 per year. This continuing daily fine shall be assessed without the requirement for any additional notice and hearing beyond or in addition to the initial notice and hearing for the third offense. (Re: 1st Amendment to C&R; Art. VII; Para. B.1)
33. Violation of any of the conditions or restrictions herein contained shall give the Association the right to enter the property upon or as to which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. (Re: C&R; Art. VII; Para. B.2.)
34. Smoking is not allowed in the clubhouse, pool area, outside covered areas, nor bocce ball courts.

FRANCIS II POOL RULES

FOR EMERGENCY - CALL 911

1. NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.
2. YOU MUST SHOWER AT POOL BEFORE ENTERING POOL.
3. NO RESIDENT OR GUEST ALLOWED IN POOL WITHOUT A WRIST BAND.
4. AN ADULT MUST ACCOMPANY CHILDREN UNDER THE AGE OF 12 YEARS AT ALL TIMES.
5. IF A CHILD IS NOT TOILET TRAINED, THEY MUST WEAR A POOL DIAPER.
6. NO TOYS OR RUBBER RAFTS ALLOWED IN POOL.
7. NO DIVING, JUMPING, RUNNING OR PLAYING BALL IN POOL OR ON POOL DECK.
8. NO GLASS ALLOWED IN POOL OR ON POOL DECK.
9. NO PETS PERMITTED IN POOL OR ON POOL DECK.
10. DURING AN ELECTRICAL STORM, EVERYONE MUST LEAVE THE POOL AREA IMMEDIATELY.
11. VIOLATIONS OF THESE RULES WILL BE DEALT WITH BY THE POOL COMMITTEE.

POOL HOURS:

WINTER: 8:00 AM – 6:00 PM

SUMMER: 8:00 AM – 8:00 PM

THESE RULES ARE FOR YOUR SAFETY. PLEASE OBEY THEM.