

Melody Gardens Resident Owned Community, Inc.

# Rules & Regulations

effective October 2, 2020

Board of Directors  
9-1-2020

**TABLE OF CONTENTS**

**INTRODUCTION..... 3**

**1. ADMITTANCE TO THE PARK:..... 4**

**2. COMMON EXPENSES/ASSESSMENTS/FEES:..... 5**

**3. MOBILE HOME RENTALS:..... 6**

**4. SALES:..... 7**

**5. MOBILE HOMES:..... 8**

**6. MOBILE HOME SITES:..... 9**

**7. PARK FACILITIES:..... 10**

**8. VEHICLES:..... 10**

**9. PETS:..... 12**

**10. TRASH:..... 12**

**11. UTILITIES:..... 12**

**12. GUESTS:..... 13**

**13. EVICTION:..... 13**

**14. MISCELLANEOUS:..... 13**

**15. ENFORCEMENT OF RULES AND REGULATIONS:..... 15**

**16. FINES:..... 16**

**17. NOTICES:..... 16**

**18. UNDERAGE OWNERS:..... 17**

**19. INHERITANCE OF MOBILES:..... 17**

**ADDENDUM “A”..... 18**

**ADDENDUM “B”..... 21**

**ADDENDUM “C”..... 22**

**Glossary of Terms used in this Document..... 25**

**Amendments since version 3/18/2009..... 26**

**INDEX..... 33**

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

## INTRODUCTION

Welcome to Melody Gardens Resident Owned Community, Inc. It is our sincere desire to provide a desirable lifestyle in a quality community. The property is owned by the residents of the Park. Many of our rules and regulations are based on what is required by law. They have been adopted for the benefit of you, your neighbors and your way of life. We look forward to a lasting relationship.

Enclosed are the Rules and Regulations of Melody Gardens Resident Owned Community, Inc. It is the responsibility of every unit owner, tenant and/ or guest to be familiar with and to abide by these rules for the good of the entire community.

Liability: Occupants of lots shall be liable for and shall hold Melody Gardens Resident Owned Community, Inc. harmless on account of any theft, loss or damage to the property or injury to any person, where such damage or injury is due to the act, neglect or default of the occupants of lots or their guests. Occupants must report any needed repairs to Melody Gardens Resident Owned Community, Inc. and if they fail to do so Melody Gardens Resident Owned Community, Inc. shall not be liable for any damages or injuries. Melody Gardens Resident Owned Community, Inc. shall not be liable for damages to any property or person arising from acts, neglect or omissions of any other occupants of lots or the elements or from any act over which Melody Gardens Resident Owned Community, Inc. has no control.

**1. ADMITTANCE TO THE PARK:**

A. Application.

All applicants for admittance into the Park must fill out an application for residency obtained from the office and be interviewed by the Board of Directors or by a committee established by the Board of Directors for this purpose or by the manager. All prospective unit owners must be considered compatible with the Park community to be approved for admittance. If a unit owner has a prospective buyer and a deposit is made, the buyer must follow the admittance procedure outlined in these rules and, in the case of a prospective unit owner, the applicable cooperative documents of the Melody Gardens Resident Owned Community, Inc. The applicant shall have a criminal check done by Melody Gardens Resident Owned Community, Inc. and where practical a credit check. The charge for this shall be paid by the applicant.

B. Refusal.

The Melody Gardens Resident Owned Community, Inc. reserves the right to refuse admittance to any prospective unit owner, whether unit owner or tenant, on the basis of criteria established to determine the background, character and financial responsibility of prospective unit owner. The failure of any prospective unit owner, or tenant, to provide general background information, personal references and proof of financial responsibility shall be deemed cause for refusal of admittance.

C. Fair Housing Act Exemption.

Melody Gardens Resident Owned Community, Inc. provides “housing for older persons” as that term is defined by federal law and as such is declared a 55+ park. The federal law requires that at least 80% of the households in the park contain one person 55 years of age or older with the Board of Directors having sole and complete discretion to admit residents under the age of 55 within the remaining 20% of the households. The Board of Directors has determined that all residents must be a minimum of 50 years old.

Therefore, in order to remain in compliance with the minimum 80% requirement, the Board of Directors reserves the right to refuse occupancy to anyone that does not comply with the aforementioned age requirements. In order to enforce this rule, the Board of Directors shall verify the age of all persons living in the park through presentation of either a driver’s license or birth certificate.

Under no circumstances shall the Board of Directors allow any unit to be solely occupied by an individual under 55, with the exception of a surviving spouse/partner or heirs who are already in residence at the time of the departure or death of the person who is 55 years or older.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

**2. COMMON EXPENSES/ASSESSMENTS/FEEES:**

A. Common expenses.

Unit owners shall be responsible for a monthly assessment payable in U.S. currency to the Melody Gardens Resident Owned Community, Inc. for the expenses associated with common elements of the property. The total assessment amount is divided between the unit owners to provide funds for the maintenance, repair, operation and replacement of common property. The assessment also provides funds for the cost of carrying out the duties of the Melody Gardens Resident Owned Community, Inc. and any other expenses designated by the Melody Gardens Resident Owned Community, Inc. as common expenses. The Melody Gardens Resident Owned Community, Inc. makes a determination annually as to the amount of common expenses, the nature of the common expenses and the pro rata share of each unit owner. The annual assessment is made a part of the Melody Gardens Resident Owned Community, Inc.'s annual budget.

An annual review of all taxes will be made by the Park Manager or designated alternative.

B. Failure to pay assessment.

The Melody Gardens Resident Owned Community, Inc. shall, upon failure of a unit owner to pay his or her pro rata share of the common expense assessment, have a lien placed on each such co-operative parcel for the amount of the unpaid assessment, plus interest. The Melody Gardens Resident Owned Community, Inc. shall retain the right to bring other legal action against each and any unit owner for enforcement of the lien and shall be entitled to all attorney's fees and costs associated with any action. The legal remedy stated herein does not preclude the Melody Gardens Resident Owned Community, Inc. from any and all other remedies available to it provided by laws of the State of Florida and otherwise, F. S. Section 719.108 (4).

C. Payment.

Certificate payments, maintenance fees and lot rental amounts shall be paid directly to the Melody Gardens Resident Owned Community, Inc. either by mail or in person or to such other address as directed by the Melody Gardens Resident Owned Community, Inc. Payments are due in U.S. funds by the 1st day of each and every month.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

D. Late fees.

Late maintenance fees, assessments and financing payments. Certificate financing payments received after the fifth day of each month are considered delinquent and subject to Section 719.108 (3) FS which states: Rents and assessments and installments on them, not paid when due bear interest at a rate that may not exceed the rate allowed by law and shall accrue at 18 percent per annum. Melody Gardens Resident Owned Community, Inc. may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% percent of the assessment for each delinquent installment that the payment is late. (amended 4/17/2009)

**3. MOBILE HOME RENTALS:**

Melody Gardens Resident Owned Community is intended primarily as a principal or permanent place of residence or a vacation home for personal use by the Unit Owners. However, subletting and renting is permitted under the following terms and conditions.

A.

Melody Gardens Resident Owned Community, Inc., reserves the right to screen and approve all sub-tenants and renters, and to charge up to the maximum statutorily allowed transfer fee as permitted by section 719.106(1)(i), Florida Statutes (currently \$100.00). No mobile home shall be sublet or rented without first having the Unit owner complete and submit to the Board of Directors an application for approval of the proposed tenant or renter. The Board of Directors must be given at least forty-five (45) days in which to consider the application. A copy of the proposed lease and payment of the application fee must be submitted with the application. All renters:

- Must meet the standards as outlined in Section 1 .C Fair Housing Act exception.
- Owners must have both previous as well as new renters approved by the Board of Directors.

B. Lease terms.

- a. No Unit may be sublet or rented by a Unit Owner during the first twelve (12) months of ownership of a Unit in Melody Gardens.
- b. In order to preserve Melody Gardens Resident Owned Community's status as a place of principal or permanent residence exempt from the Florida room rentals tax ("tourist tax"), pursuant to section 212.03(7)(c), Florida Statutes, the minimum rental term shall be three (3) months and one day.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

- c. No Unit shall be sublet or rented for more than seven (7) months in any calendar year. No Unit shall be sublet or rented more than two (2) times in any calendar year. Unit owners who desire to sublet or rent a Unit must physically occupy their Unit for at least two (2) weeks per calendar year unless prohibited by law from doing so (for example, due to governmentally imposed travel restrictions) or due to a medical no-travel order that prevents the Unit owner from being able to travel.

C. Use of Park facilities.

Pursuant to section 719.105(3), Florida Statutes, when a Cooperative Unit is leased, the tenant has all use rights in the association property available for use generally by the Unit owner and the Unit owner does not have such rights except as a guest. Dual or joint usage of Association and Park amenities and facilities by both a Unit owner and a Unit owner's tenant or renter is prohibited.

Unit owners are always responsible for monthly assessments, including, without limitation, when a Unit is sublet or rented. Melody Gardens Resident Owned Community, Inc. is not required to accept payments from sublessees or subtenants. However, pursuant to section 719.108(10), Florida Statutes, if a Cooperative Unit is occupied by a tenant and the Unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the Unit have been paid in full to the association. (amended 9/1/2020)

**4. SALES:**

A. Signs.

- B. For Sale” sign not to exceed 18” x 24” may be posted on or in a mobile home by the homeowner.

C. Advertising.

Any advertising using the Park as an address must be approved by the Board of Directors of the Melody Gardens Resident Owned Community, Inc. or a committee established for that purpose.

D. Removal.

Before a unit owner may physically remove their mobile homes, they must first give thirty (30) day notice to the Board of Directors and offer a right of first refusal as set forth in paragraph below.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

E. Right of first refusal.

After the Board of Directors receives notice of intent of a unit owner to remove their mobile home, they shall have the right of first refusal to purchase the mobile home upon similar terms and conditions as any offer received. If the parties cannot agree upon establishing a fair market value, then each party shall select a mediator and an arbitrator, and the two arbitrators shall select a third arbitrator who shall determine the value, to be binding upon all parties.

**5. MOBILE HOMES:**

A. Installation.

Mobile homes must be properly installed on a mobile home lot in compliance with all state and county ordinances, codes and regulations and Chapter 723 F.S. prospectus.

B. Approval.

The Melody Gardens Resident Owned Community, Inc. encourages tenants and unit owners to improve the appearance of their mobile home by making voluntary improvements. However, the plans for any improvement or a sketch and description of the improvements must be submitted to the Melody Gardens Resident Owned Community, Inc. at least seven (7) days prior to the commencement of the work. The Melody Gardens Resident Owned Community, Inc. shall have the right, in its sole discretion, to approve or disapprove any proposed improvement to the mobile home.

It shall be the responsibility of the tenant and unit owner to ensure that the mobile home and lot is attractively maintained. Lot care and appearance are of primary importance.

All mobile homeowners whose mobile home falls below minimum standards will be notified in writing that they shall be required to make such corrections and repairs as are necessary to comply with the Melody Gardens Resident Owned Community, Inc.'s minimum standards. The failure or refusal to take appropriate corrective action within 10 days after proper written notice to do so shall be considered a violation of the Rules and Regulations. This shall subject the tenant/unit owner to the Provisions of Sections 723.061 or 719.303 FS as applicable.

C. Antennae – Dish

1. Antennae/Dish must be mounted as far as possible to the rear of the mobile.
2. Antennae must not extend higher than eight (8) feet above the lowest point of the roof.



MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

3. No Dish shall be mounted on any tree or power pole. The Dish must be mounted to withstand high winds and be grounded according to established codes.
4. A Dish shall not be greater than 1 meter (39 inches) in diameter.
5. Board of Directors written approval is required if mounting Antennae/Dish at front of mobile.
  - The front of a mobile shall be the side facing the U.S. Mail box.

**6. MOBILE HOME SITES:**

A. Access.

The Melody Gardens Resident Owned Community, Inc. has the right of access to each unit to prevent damage to the unit or to another unit in case of emergency.

B. Recreational equipment.

Children's swing sets and other recreational equipment are not permitted on the lot.

C. Fences.

Fences of any type are not permitted.

D. Air conditioners.

Window-type air conditioners are not permitted. Wall installed air conditioners are permitted with written approval of the Board of Directors. No air conditioners shall be on the front of the mobile, except for those already installed at the date of approval of these Rules and Regulations.

E. Clotheslines.

Only umbrella-type clotheslines are permitted, and they shall be at the rear of the mobile only.

F. Trees.

No tenant or unit owner shall cut down, deface or remove and trees from a mobile home lot without approval of the Melody Gardens Resident Owned Community Inc.

**7. PARK FACILITIES:**

To be used by unit owners, tenants, renters and guests only.

A. Common facilities rules.

The rules of the pool, clubhouse, laundry room, recreational facilities and their hours of usage are separately posted. The separate facilities rules are made a part hereof and shall be enforced in the same manner.

B. Alcoholic beverages.

No alcoholic beverages shall be permitted in the clubhouse, recreational or common areas, without the express prior written permission of the Melody Gardens Resident Owned Community, Inc. The Melody Gardens Resident Owned Community, Inc. allows alcoholic beverages at entertainment functions held under the auspices of RAC or the Melody Gardens Board of Directors. (amended 1/21/2011)

The Melody Gardens Resident Owned Community, Inc. allows alcoholic beverages at entertainment functions held under the auspices of RAC or the Melody Gardens Board of Directors.

C. Smoking.

The Melody Gardens Resident Owned Community, Inc. shall comply with the provisions of the Clean Indoor Air Act (1992) with respect to all common facilities in the Park.

**8. VEHICLES:**

A. Parking:

A tenant or unit owner is not permitted to park more than two (2) vehicles on their lot and shall park each vehicle only on solid surface driveway, except for those originally grandfathered at the park purchase date. This exception shall expire at time of the sale of these mobile homes.

The surface shall be made of asphalt, cement or other material designed to be used as a driveway/parking area. The tenant or unit owner may not park their vehicles on any other lot without the express permission of the tenant or unit owner of that lot.

Parking on any other portions of a lot is prohibited.

Parking on the street (except for guest parking at curbside fewer than six (6) hours) is prohibited. If a situation arises where temporary parking off site is necessary, unit owners or tenants can use the visitor parking area. Example: construction of a driveway or carport.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

- B. Repair.  
Mechanical or other repair of vehicles requiring more than two (2) hours of work is not permitted.
- C. Trucks.  
Trucks, other than standard size pickups or vans, as well as utility trailers and motor homes are not permitted in the park overnight.
- D. Commercial vehicles.  
Signed commercial vehicles of any size are not permitted to stay overnight. If an ongoing construction project warrants a commercial vehicle to stay overnight, permission from the Board of Directors must be obtained.
- E. Motorcycles/motor scooter.  
Motorcycles/motor scooters when operated by tenants, unit owners or guests are allowed in the Park. No motorcycle/motor scooter shall be operated in any manner that disturbs the peace and quiet enjoyment of the property by other tenants and unit owners.  
(amended 1/21/2011)
- F. Storage.  
Storage of boats, recreational vehicles, campers, utility trailers, disabled cars, or any other vehicle or machinery of any sort, is not permitted on the tenant's, unit owner's lot or on Melody Gardens common areas or rights of ways.
- G. Long term parking.  
No long-term parking is allowed in common areas such as clubhouse and pool area.
- H. Speed limits.  
Motor vehicle speeds in excess of posted speed limits are prohibited and speeding will not be tolerated. In the event no speed limit is posted, the speed limit on all streets shall be ten (10) m.p.h.
- I. All vehicles must be currently tagged.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

**9. PETS:**

- A. Pets, except caged birds, are not permitted in Melody Gardens Resident Owned Community. (amended 4/16/2010)
- B. Tenants, renters or overnight guests are not permitted to bring pets or animals of any kind in the park.
- C. Guest entering the park for less than twenty-four (24) hours can bring a pet, with the understanding that they are responsible for the pet's care and cleanup.
- D. Feeding of stray animals and wildlife is not permitted.

**10. TRASH:**

Trash is removed by a contracted garbage removal company. Melody Gardens Resident Owned Community, Inc. will from time to time amend this agreement and unit owners and tenants will be informed of any changes by newsletters, monthly calendar, coffee hour, etc.

**11. UTILITIES:**

- A. Fees.  
All fees charged for the installation, hookup or connection of the gas, oil, water, sewer, electric, telephone and other utilities to the mobile home and television service shall be paid for by the tenant and the unit owner. In addition, the continuing expense of gas, oil, electricity, telephone, and television service shall be the obligation of and shall be paid for by the tenant and unit owner.
- B. Gas.  
Gas storage tanks are not permitted without written approval of the Board of Directors.
- C. Water.  
Please observe all federal, state, county, and city watering restrictions. Violations of these restrictions may subject the tenant or unit owner to the jurisdiction of the enforcing agency and will subject the tenant or unit owner to the provisions of Section 723.061 or 719.303, F.S. Find current water restrictions posted on the ROC bulletin board.

Only irrigation water is to be used for lawn and shrub maintenance.

**12. GUESTS:**

- A. Guests who intend to stay on the park property for more than twenty-four (24) hours must register in the guest book located outdoors on the north side of the office.
- B. Guests may not occupy a home for more than thirty (30) days in any one (1) calendar year without the prior written consent of the Board of Directors, which consent may be conditional in nature.
- C. Absentee owners must have written Board of Directors approval before allowing guests to stay at their mobile.

**13. EVICTION:**

A tenant/unit owner may be evicted for:

- A. Non-payment of monthly assessments.
- B. Conviction or a violation of a federal or state law or local ordinance which violation may be deemed detrimental to the health, safety or welfare of the other unit owners and tenants of the park.
- C. Violation of a park rule or regulation, the rental agreement or Chapter 723 F.S.
- D. A change in the use of the land comprising the Mobile Home Park or portion thereof.
- E. Failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a tenant or unit owner: such approval being required by the Rules and Regulations attached hereto.

**14. MISCELLANEOUS:**

- A. Noise and objectionable conduct.  
Noise or conduct that the Melody Gardens Resident Owned Community, Inc. finds objectionable or a nuisance to others, or which constitutes a breach of the peace, is prohibited. Unit owners, tenants and their guests must conduct themselves in an orderly fashion.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

B. Soliciting.

Canvassing, soliciting or peddling in any manner will not be permitted in the park without prior permission from the Board of Directors or Manager.

C. Commercial enterprises.

No commercial enterprises shall be permitted within the park. A bulletin board is provided in the laundry room for personal advertising by tenants and unit owners.

D. Open Meeting

a. Unit Owner Comments.

All notices of meetings must include an agenda listing the items or matters to be discussed at the meeting. Unit Owners may speak to each agenda item for up to a maximum of three (3) minutes each unless additional time is granted by the chairperson of the meeting. Only Unit Owners are entitled to speak to agenda items at meetings. Residents who are not Unit Owners (shareholders) in the Association are not entitled to attend meetings and are not entitled to speak at meetings. Only one person shall speak at a time. The chairperson shall determine the order in which Unit Owners shall speak and shall recognize and call upon Unit Owners to speak when it is their turn. All speakers' comments shall be directed to the Board and shall pertain to the agenda item under consideration. The officers, directors, management, chairperson, and other representatives of the Association attending the meeting are not required to answer questions or reply to comments made by Unit Owners. The use of foul or profane language, language, speech that disparages or discriminates against other persons, or ad hominem character

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

attacks, will not be tolerated and are grounds for the chairperson to terminate a person's speaking time.

b. Emergency Items.

Matters not appearing on the agenda may be discussed on an emergency basis upon the affirmative vote of a majority plus one of the Board. Any matters not on the agenda approved on an emergency basis must be ratified by an affirmative vote of the Board of Directors at the next meeting of the Board of Directors.

c. Audio- and Videotaping.

Any Unit Owner desiring to utilize any audio or video equipment at a meeting shall give advance notice in writing to the Board of Directors. Only audio and video equipment which does not produce distracting sound or light emissions may be used. Audio and video equipment shall be located in a fixed place or places designated by the Board of Directors in locations that provide a view of the Board of Directors, but shall not be placed in locations that block or interfere with the ability of the Unit Owners attending the meeting to see and hear the Directors or block or interfere with the Directors' ability to see and hear the Unit Owners. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording. (amended 9/1/2020)

**15. ENFORCEMENT OF RULES AND REGULATIONS:**

A. No waiver.

The failure of the Melody Gardens Resident Owned Community, Inc. to enforce any of the rules and regulations shall not be deemed as a waiver of the right to enforce the rules and regulations at a later date. The Melody Gardens Resident Owned Community, Inc. shall not be liable for its failure to enforce any rule or regulation.

B. Invalidity.

In the event any rule or regulation is held invalid or unenforceable, said invalidity shall not affect the remaining rules and regulations.

C. Enforcement.

Failure of the tenant/unit owner/renter to comply with the Rules and Regulations will subject them to the enforcement provisions of Sections 723.0621 and 719.303 F.S and Sections 13, Eviction, of the Rules and Regulations of Melody Gardens Resident Owned Community, Inc.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

**16. FINES:**

The Melody Gardens Resident Owned Community, Inc. may levy reasonable fines against a unit owner for the failure of the unit owner or guest to comply with any provision of the Melody Gardens Resident Owned Community, Inc. By-Laws or rules of the Melody Gardens Resident Owned Community, Inc. No fine will become a lien against a unit. No fine may exceed \$100.00 per day or a maximum of \$1,000.00 nor may any fine be levied except after giving reasonable notice opportunity for a hearing to the unit owner and the hearing will consist of a committee of unit owners pursuant to Chapter 719.303 (3) F. S.

**17. NOTICES:**

- A. All notices required under these rules and regulations shall be in writing and either delivered by hand or by certified mail, return receipt requested. The Melody Gardens Resident Owned Community, Inc. shall give unit owners or tenants all notice and opportunity as necessary to correct unit owner's or tenant's failure to comply with these rules and regulations before taking any further action as provided in Section 719 or 723.061 (5) F.S
- B. Complaints.  
All complaints concerning the park or the conduct of tenants or unit owners must be made in writing to the Melody Gardens Resident Owned Community, Inc. at the park office and must be signed by the unit owner or tenant making the complaint. **Melody Gardens Resident Owned Community, Inc. cannot take action against unit owner or tenants based upon anonymous or verbal complaints.**
- C. Notice.  
Failure of a unit owner or tenant to take appropriate corrective action within ten (10) days after written notice shall subject the tenant or unit owner to the provisions Section 723.061 or 719.303 F. S as applicable.
- D. Designated Location for Posting of Community Notices  
As specified in the Bylaws Articles 4.4 and 7.3, all notices of member meetings, Executive Committee meetings, and Board of Director meetings shall be posted within the large Bulletin Board on the wall in the walkway to the left of the entrance door to the Office. (amended 9/1/2020)



**18. UNDERAGE OWNERS:**

Underage owners may not occupy their home for more than thirty (30) days in any one (1) calendar year without the prior written consent of the Board of Directors whose consent may be conditional nature.

**19. INHERITANCE OF MOBILES:**

Those who inherit a mobile and intend to occupy their unit must fill out an application for residency (to be obtained from the office) and be interviewed by the Board of Directors, a committee established for this purpose, or the Park Manager. All prospective unit owners must be considered compatible with the park community to be approved for admittance.

**ADDENDUM "A"**

**1. LEASE:**

- A. Lease of property as it is used in this document, is defined as property that Melody Gardens Resident Owned Community, Inc. owns. The property has a mobile home unit on it owned by a tenant who pays a monthly fee.

**2. GENERAL:**

- B. Tenant leases.  
The Melody Gardens Resident Owned Community, Inc. offers an annual written lease agreement pursuant to the Florida Mobile Home Act to all tenant mobile home owners prior to admission of the tenant into the Park.

A copy of the lease is contained in the Melody Gardens Resident Owned Community, Inc. Prospectus. The Melody Gardens Resident Owned Community, Inc. will offer and annual written lease pursuant to the Florida Mobile Home Act to any existing tenant who requests one. The tenancy of tenants who choose not to sign a written lease agreement shall be subject to the provisions of the Florida Mobile Home Act and the terms and conditions of the park prospectus.

1) Assumption of existing leases.

The Melody Gardens Resident Owned Community, Inc. will honor the terms of any written lease of a tenant who occupies a lot in the park on the effective date of these rules. If, upon the expiration of the term of your written lease, you desire a new written lease agreement, you will be offered such a lease on the same terms as those offered to new unit owner or tenant of the Park. If you do not desire a new written lease agreement, then you will be deemed to have a commenced a new tenancy as though you were a unit owner or tenant whose home was placed on the lot in the park as of the day following the last day your expired written lease agreement unless otherwise notified. Nothing contained herein shall alter, modify, restrict or otherwise abrogate the rights of the tenant provided for the Florida Mobile Home Act.

C. Subletting.

No mobile home and/or mobile home lot of a tenant shall be rented or sublet, or any rental agreement assigned, by the tenant unless:

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

- 1) The proposed tenant(s), subtenant(s) or assignee(s) complete and submit to the Melody Gardens Resident Owned Community, Inc. an application for admission to the park on the forms provided by the Melody Gardens Resident Owned Community, Inc.
  - 2) The proposed tenant(s), Subtenant(s) or assignee(s) qualify for residence.
  - 3) The proposed tenant(s), subtenant(s) or assignee(s) fully execute a copy of these Rules and Regulations.
- D. The Melody Gardens Resident Owned Community, Inc. must be given at least fifteen (15) days in which to consider the application and approve or disapprove any proposed tenant(s), subtenant(s) or assignee(s).
- E. All rental rates for tenants are based upon occupancy by one or two persons who meet the residency requirements stated in these Rules and Regulations, except in accordance with a sublease or assignment of a lot rental agreement approved by the Melody Gardens Resident Owned Community, Inc.

**3. MONTHLY LEASE PAYMENTS AND MAINTANCE FEES:**

F. Payments

- 1) Lease payments and maintenance fees shall be paid directly to the Melody Gardens Resident Owned Community, Inc. either by mail or in person or to such other address as directed by the Melody Gardens Resident Owned Community, Inc.

Payments are due in U.S. funds by the 1st day of each and every month.  
(amended 4/17/2009)

Late payments by tenants after the fifth day of each month shall be considered delinquent and subject to Section 723 FS. After the 15th day of the month, payment must be made to the Melody Gardens Resident Owned Community, Inc. in cash or by money order. (amended 4/17/2009)

- 2) Insufficient funds.  
If a check given to the Melody Gardens Resident Owned Community, Inc. for payment of the lease is returned by the bank for any reason other than fault of the Melody Gardens Resident Owned Community, Inc. the tenant will be charged the service charge imposed by the Melody Gardens Resident Owned Community, Inc.'s bank per returned check.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

All service charges, expenses and other sums referred to under these Rules and Regulations will be added to the monthly lease amount.

3) Security deposit.

No security deposit is currently required by the Melody Gardens Resident Owned Community, Inc. for lease tenants. However, the Melody Gardens Resident Owned Community, Inc. reserves the right to require a security deposit for any lease tenant or subtenant, upon written notice. If the Melody Gardens Resident Owned Community, Inc. requires a security deposit, the deposit shall not be used as lot rental amount, and shall be held as security to indemnify the Melody Gardens Resident Owned Community, Inc. against any damage caused by the tenant or subtenant, his or her family and guest, for the performance of the terms and conditions of any oral or written agreement, and to insure the full faithful compliance with each tenant's statutory duties and obligations as a tenant. Any security deposit which may be required by the Melody Gardens Resident Owned Community, Inc. for unit owners and tenants of unit owners will be those required under the Master Occupancy Agreement and any other cooperative documents of the Melody Gardens Resident Owned Community, Inc. The Melody Gardens Resident Owned Community, Inc will hold the deposit of a tenant in accordance with the requirements of the Florida Landlord and Tenant Act.

The deposit will be returned to the tenant within 15 days of vacating the premises unless a claim is imposed, or has been imposed, after proper notice, for:

- a) Cost and expenses incurred by the Melody Gardens Resident Owned Community, Inc. in cleaning, repairing, and restoring the mobile home lot and appurtenances, or in cleaning, repairing, or restoring common facilities (such as clubhouse, swimming pool, utilities and fences) necessitated by the acts of the unit owner, tenant or his or her family or guest.
- b) Any damage or loss suffered by the Melody Gardens Resident Owned Community, Inc. as a result of tenant's failure to comply with the requirements of any oral, or written lease agreement, the park Rules and Regulations, or the tenant's statutory obligations as a tenant.
- c) Failure of the tenant or subtenant to give the Melody Gardens Resident Owned Community, Inc. at least sixty (60) days written notice prior to the abandoning or vacating the premises.

**ADDENDUM “B”**

**1. PARK OWNED MOBILES:**

A. General.

From time to time unit owners or tenants will give their mobile and/or lot to the Park. When the Park receives a mobile and/or lot, their first intention is to sell as soon as possible. However, there may be instances where the park is unable to sell immediately: therefore, the park can make the mobile available for rent.

B. Rent.

- 1) It is the Board of Directors decision to rent a unit.
- 2) The Board of Directors shall set the fee for rental of a unit. The Board of Directors or a designate must ensure the unit is in good repair and all appliances and mechanical are in working order.
  - a) The Melody Gardens Resident Owned Community, Inc. has the right of access to each unit during reasonable hours for maintenance and repair of the unit.
  - b) Rent payment shall be made directly to Melody Gardens Resident Owned Community, Inc. in person or as directed by the Board of Directors.
  - c) Security deposit. Melody Gardens Resident Owned Community, Inc. reserves the right to require a security deposit and set the amount of deposit at the time of renting.
  - d) The Minimum rental term shall be three (3) months unless special permission from the Board of Directors is given for less; however, no permission will be given for less than one (1) month.
  - e) All applicants for admittance into the Park must fill out an application for residency obtained from the office and be interviewed by the Board of Directors or by a committee established by the Board of Directors for this purpose or by the Manager. All prospective renters must be considered compatible with the Park community to be approved for admittance. A criminal check will be done and a credit check where practical. The charge for this shall be paid by the applicant.

C. C. Sales

- 1) No unit and lot or lot shall be sold for less than the membership certificate in effect at time of sale.

**ADDENDUM "C"**

**EMPLOYEES:**

1. No tenant/unit owner or renter may be an employee of Melody Gardens Resident Owned Community, Inc.
2. All new candidates for hire shall be interviewed by the hiring committee.
3. When there is a need to hire a new employee for Melody Gardens Resident Owned Community, Inc. the following guidelines shall be followed:
  - A. The President shall appoint a hiring committee of at least two (2) members of Board of Directors and two (2) unit owners or tenants not currently serving on the Board of Directors with a maximum number of five (5) total people for the committee.
    - 1) All new candidates for hire shall be interviewed by the hiring committee.
      - a) The hiring committee will make a recommendation to the entire Board of Directors for its consideration.
      - b) In the event that the Board of Directors does not hire the selected candidate, the Board of Directors shall give new direction for the committee to consider.
  - B. Posting job opening
    - 1) Advertisement for the position may be made in the local newspaper. The advertisement should run for one week; if there is no response, repeat the advertisement every other week.
    - 2) Posting on the Melody Gardens Resident Owned Community, Inc. message board.
    - 3) If a monthly Melody Gardens Resident Owned Community, Inc. Newsletter is available, a notice should be placed.
    - 4) Advertisement for the position may also be placed in other newspapers or on the internet.
  - C. All applicants shall provide a resume.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

- D. Applicants shall be subject to background and credit checks before being hired.
4. Pay structure for full time employee.
- A. For non-certified positions, the starting pay shall not exceed minimum wage plus 50% for a trial period of 90 days.
  - B. For non-certified positions after 90 days, the pay may be raised to no more than minimum wage plus 100%.
    - 1) When an employee has or gains certifications, the pay or benefits may be boosted to reflect the expertise.
  - C. As part of the yearly evaluation process, employees' pay will be discussed. Pay raises will be based on their performance and the financial status of Melody Gardens Resident Owned Community, Inc.
  - D. The Board of Directors shall approve any pay rate for full time employees.
5. Pay structure for contracted/part-time employees should reflect the pay for the position for which the person was hired.
- 1) All contracted and part-time employees shall start with a 90 day trial period.
  - 2) Part time and contracted employees should be reviewed every 6 months for the first year. When contracts are renewed after the first year, the Board of Directors may decide to use only an annual evaluation.
  - 3) The Board of Directors shall approve all contracted and part-time employees.
6. Job description.
- A. All employees shall review and discuss the job description and be given a copy; a signed copy by both the supervisor and the employee will be kept on file.
    - 1) This shall be done every time there is a review.
  - B. Employees that do not perform their job as described will be subject to termination.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

C. Melody Gardens Resident Owned Community, Inc. reserves the right to terminate any employee for factors unrelated to job performance. Some examples may be, but not limited to:

- 1) Financial status of Melody Gardens Resident Owned Community, Inc.
- 2) Felony arrest of employee

7. Chain of command.

A. Employees will have one Board of Directors member in their chain of command as their supervisor.

B. If the direct supervising Board of Directors member is absent, another Board of Directors member may be assigned to supervise the employee.

C. These Board of Directors members will also be responsible for evaluation the job performance of the employee annually. For newly hired personnel, an evaluation is to be made every 30 days for the first 3 months.

1) The evaluation shall be based on:

- a) The employee's job description
- b) The employee's work performance
- c) Other agreed upon criteria by both the employee and Board of Directors member.
  - The employee and the supervising Board of Directors member shall review all criteria prior to hiring.
  - This review process shall take place at every evaluation period. Changes, as necessary, may be made at these times.

2) All of the employees' evaluations will be filed in the employee's permanent record and will be a factor in any pay negotiations.



## **Glossary of Terms used in this Document**

Assignee:	one to whom a tenant right or interest is transferred.
Co-operative:	that form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the association and a lease or other muniment of title or possession granted by the association as the owner of all the cooperative property.
Guest:	all persons, family and friends, who are invited by unit owners, tenants, renters and Melody Gardens Resident Owned Community Inc.
Lease:	a rental contract between a Membership Certificate holder or tenant and another party conveying occupancy of a mobile for a specified period in consideration of rent payments.
Member Certificate:	The document evidencing a unit owner's membership in Melody Gardens Resident Owned Community Inc.
Renter:	a person that occupies property by payment of rent to the holder of a member Certificate or to Melody Gardens Resident Owned Community, Inc.
Subtenant:	a person who rents from a tenant.
Tenant:	occupant (s) who resides in the Park but does not own a Membership Certificate in Melody Gardens Resident Owned Community, Inc.
Unit Owners:	occupant(s) who have Membership Certificate in Melody Gardens Resident Owned Community, Inc.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

**Amendments since version 3/18/2009  
to the version Adopted April 17, 2009**

- revision 4/16/2009
- revision 1/21/2011
- revision 12/16/2011
- changes/amendments 9/1/2020

**MELODY GARDENS RESIDENT OWNED  
COMMUNITY, INC**

**RULES AND REGULATIONS REVISIONS  
1/21/2011**

1. **AMENDMENT** to Rule 9A as stated in our rule book of March 18, 2009 and revised on April 16, 2010 to read as follows: **Pets, except caged birds, are not permitted in Melody Gardens Resident Owned Community.**
  
2. **ADDITION** to Rule 7B which says: **The Melody Gardens Resident Owned Community, Inc. allows alcoholic beverages at entertainment functions held under the auspices of RAC or the Melody Gardens Board of Directors.**
  
3. **AMENDMENT** to delete both paragraphs of Rule 8E and replace with: **Motorcycles/motor scooters when operated by tenants, unit owners or guests are allowed in the Park. No motorcycle/motor scooter shall be operated in any manner that disturbs the peace and quiet enjoyment of the property by other tenants and unit owners.**

95

**MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.  
RULES AND REGULATIONS**

***CHANGES AND/OR ADDITIONS IN ITALICS***  
**12/16/2011**

**Rule 2D**

(adopted on April 17, 2009, Page 4 has the following changes)

Late maintenance fees, assessments and financing payments.

Certificate financing payments *received* after the fifth day of each month are considered delinquent and subject to the late charge disclosed in the promissory note.

*Maintenance fees and assessments received after the fifth day of each month are considered delinquent and subject to Section 719.108(3) FS which states:*

*Rents and assessments and installments on them, not paid when due bear interest at a rate that may not exceed the rate allowed by law and shall accrue at 18 percent per annum. Melody Gardens may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment that the payment is late.*

**Addendum "A", Rule 3A Payments**

(adopted on April 17, 2009, Page 14 has the following changes)

Lease payments and maintenance fees shall be paid directly to the Melody Gardens Resident Owned Community, Inc. either by mail or in person or to such other address as directed by the Melody Gardens Resident Owned Community, Inc.

Payments are due in U.S. funds by the 1<sup>st</sup> day of each and every month.

*Late payments by tenants after the fifth day of each month shall be considered delinquent and subject to Section 723 FS. After the 15<sup>th</sup> day of the month, payment must be made to the Melody Gardens Resident Owned Community, Inc. in cash or money order.*

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

3. ~~OWNER~~ MOBILE HOME RENTALS: Melody Gardens Resident Owned Community is intended primarily as a principal or permanent place of residence or a vacation home for personal use by the Unit Owners. However, subletting and renting is permitted under the following terms and conditions.

A. Melody Gardens Resident Owned Community, Inc., reserves the right to screen and approve all sub-tenants and renters, and to charge up to the maximum statutorily allowed transfer fee as permitted by section 719.106(1)(i), Florida Statutes (currently \$100.00). No mobile home shall be sublet or rented without first having the Unit owner complete and submit to the Board of Directors an application for approval of the proposed tenant or renter. The Board of Directors must be given at least ~~forty-five~~fifteen (15) days in which to consider the application. A copy of the proposed lease and payment of the application fee must be submitted with the application. All renters:

- Must meet the standards as outlined in Section 1 .C Fair Housing Act exception.
- Owners must have both previous as well as new renters approved by the Board of Directors.

B. Minimum Lease terms.

1. No Unit may be sublet or rented by a Unit Owner during the first twelve (12) months of ownership of a Unit in Melody Gardens.

2. In order to preserve Melody Gardens Resident Owned Community's status as a place of principal or permanent residence exempt from the Florida room rentals tax ("tourist tax"), pursuant to section 212.03(7)(c), Florida Statutes, ~~t~~The minimum rental term shall be three (3) months and one day unless special permission from the Board of Directors is given for less; however, no permission will be given for less than one (1) month.

3. No Unit shall be sublet or rented for more than seven (7) months in any calendar year. No Unit shall be sublet or rented more than two (2) times in any calendar year. Unit owners who desire to sublet or rent a Unit must physically occupy their Unit for at least two (2) weeks per calendar year unless prohibited by law from doing so (for example, due to governmentally imposed travel restrictions) or due to a medical no-travel order that prevents the Unit owner from being able to travel.

C. Use of Park facilities.

~~Unit owners leaving the Park and residing elsewhere while renting their homes to others forfeit all privileges relevant to the use of Park facilities during the period their home is rented. Unit owners and tenants, however, shall not forfeit their responsibilities as landlords under Chapter 83 F.S. Pursuant to section 719.105(3), Florida Statutes, when a~~

Approved 09-01-2020

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

Cooperative Unit is leased, the tenant has all use rights in the association property available for use generally by the Unit owner and the Unit owner does not have such rights except as a guest. Dual or joint usage of Association and Park amenities and facilities by both a Unit owner and a Unit owner's tenant or renter is prohibited.

Unit owners are always responsible for monthly assessments, including, without limitation, when a Unit is sublet or rented. Melody Gardens Resident Owned Community, Inc. is not required to accept payments from sublessees or subtenants. However, pursuant to section 719.108(10), Florida Statutes, if a Cooperative Unit is occupied by a tenant and the Unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the Unit have been paid in full to the association.

**Approved 09-01-2020**

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

14. MISCELLANEOUS:

D. Open Meeting

- a. Unit Owner Comments. All notices of meetings must include an agenda listing the items or matters to be discussed at the meeting. Unit Owners may speak to each agenda item for up to a maximum of three (3) minutes each unless additional time is granted by the chairperson of the meeting. Only Unit Owners are entitled to speak to agenda items at meetings. Residents who are not Unit Owners (shareholders) in the Association are not entitled to attend meetings and are not entitled to speak at meetings. Only one person shall speak at a time. The chairperson shall determine the order in which Unit Owners shall speak and shall recognize and call upon Unit Owners to speak when it is their turn. All speakers' comments shall be directed to the Board and shall pertain to the agenda item under consideration. The officers, directors, management, chairperson, and other representatives of the Association attending the meeting are not required to answer questions or reply to comments made by Unit Owners. The use of foul or profane language, language, speech that disparages or discriminates against other persons, or *ad hominem* character attacks, will not be tolerated and are grounds for the chairperson to terminate a person's speaking time.
  
- b. Emergency Items. Matters not appearing on the agenda may be discussed on an emergency basis upon the affirmative vote of a majority plus one of the Board. Any matters not on the agenda approved on an emergency basis must be ratified by an affirmative vote of the Board of Directors at the next meeting of the Board of Directors.
  
- c. Audio- and Videotaping. Any Unit Owner desiring to utilize any audio or video equipment at a meeting shall give advance notice in writing to the Board of Directors. Only audio and video equipment which does not produce distracting sound or light emissions may be used. Audio and video equipment shall be located in a fixed place or places designated by the Board of Directors in locations that provide a view of the Board of Directors, but shall not be placed in locations that block or interfere with the ability of the Unit Owners attending the meeting to see and hear the Directors or block or interfere with the Directors' ability to see and hear the Unit Owners. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

17. Notices

D. Designated Location for Posting of Community Notices

As specified in the Bylaws Articles 4.4 and 7.3, all notices of member meetings, Executive Committee meetings, and Board of Director meetings shall be posted within the large Bulletin Board on the wall in the walkway to the left of the entrance door to the Office.



MELODY GARDENS RESIDENT OWNED COMMUNITY, INC.

RULES AND REGULATIONS 09/01/2020

**INDEX**

admittance .....	4, 17, 22	guests .....	10
advertising.....	7	laundry .....	10
air conditioners .....	9	manager .....	4
Air conditioners.....	9	mediator.....	8
alcoholic beverages.....	10	member.....	27
amendments .....	28	membership.....	27
Antennae.....	8, 9	Membership.....	27
applicant.....	4, 22	occupancy .....	27
applicants .....	4, 22, 24	occupant .....	27
Application .....	4	occupants.....	3
arbitrator.....	8	ownership .....	6, 27
Board of Directors.....	4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 22, 24, 25, 26	payment .....	27
Certificate.....	5, 6, 27	pool .....	10
changes .....	12, 28	purchase.....	8
clotheslines .....	9	recreational.....	10
Clotheslines.....	9	recreational equipment .....	9
clubhouse.....	10	rental contract .....	27
committee.....	4, 7, 16, 17, 22, 24	renters.....	10
common areas .....	10	revision.....	28
common facilities.....	10	Signs .....	7
Dish .....	8, 9	tenant.....	4, 10, 27
document.....	27	tenants .....	10, 11
expense .....	5	unit owner.....	3, 4, 5, 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 21, 24, 27
expenses .....	5, 20, 21	visitor .....	11
fair market value.....	8		