

**RULES AND REGULATIONS  
A GUIDE FOR RESIDENTS  
OF  
HACIENDA VILLAGE  
EFFECTIVE AS OF**

The owner of HACIENDA VILLAGE (the "Community"), which Community is located at 7101 Gibraltar Avenue, New Port Richey, Florida 34653, has adopted the following rules and regulations ("Rules and Regulations") to provide the Community's residents ("Residents") a safe, convenient and attractive community in which to live. Most of the Rules and Regulations deal with common sense courtesy; some of them are necessary to comply with law. All of the Rules and Regulations are intended to promote the convenience, safety and welfare of the Residents and to provide comfortable and pleasant surroundings. Residents are encouraged to make suggestions on any aspect of Community life.

As used herein, the term "Management" means MHC Hacienda Village, L.L.C., a Delaware limited liability company ("Community Owner") and MHC Operating Limited Partnership, an Illinois limited partnership authorized to transact business in the State of Florida, the manager of the Community, together with their respective agents, employees and managers. Management is affiliated with Equity Lifestyle Properties, Inc.

**I. MANUFACTURED HOMES - QUALITY STANDARDS**

1. The location and installation of all manufactured homes must comply with all applicable governmental laws, codes and regulations.
2. No manufactured home may be moved into the Community, unless the size, condition, appearance and design thereof have been approved in writing by Management in accordance with the quality standards set forth in these Rules and Regulations. Management may reject any manufactured home if the same does not meet the reasonable requirements of Management as to its size, condition, appearance, design, location and compatibility with the Community and other manufactured homes therein. No unfinished, unsafe or highly combustible materials may be used for any repair or patch work on the exterior of the manufactured home or other home site improvements. Resident is responsible for any damage to other manufactured homes or the Community caused by Resident or the mover. Hitches must be removed from the manufactured home within thirty (30) days of set up.
3. All manufactured homes must continue to meet all applicable laws, codes and regulations as such may be amended from time to time. Under state law, Resident's tenancy may be terminated for failure of Resident to comply with local ordinances and state laws and regulations relating to manufactured homes, or with these Rules and Regulations.
4. No unauthorized structures may be erected on any home site. Permission to erect any structure must be obtained in writing from Management in advance.
5. All permits and approvals required for the installation or removal of a manufactured home must be obtained by Resident, at Resident's sole expense, in advance of such installation or removal.
6. No materials or items of any nature may be used to secure the roof of a manufactured home without the prior written approval of Management, and the same must be installed in compliance with all applicable laws, codes and regulations. "Tie-downs" satisfactory to Management must be installed within thirty (30) days of set up.
7. All manufactured homes placed in the Community after the effective date hereof must be double-wide or larger, new, shingle-roofed and wood or vinyl lap-sided.
8. Manufactured Homes shall be attractively maintained by Resident and comply with all applicable laws, codes and ordinances, these rules and regulations, as from time to time amended, and the Community Prospectus. Failure

to properly maintain the manufactured home shall be a breach of these Rules and Regulations and shall constitute grounds for eviction of the manufactured home owner, the manufactured home tenant, the manufactured home occupant, or the manufactured home, pursuant to Section 723.061, Florida Statutes. To maintain a clean, attractive appearance, the home should be washed every year or as needed.

9. Management reserves the right of access to home sites at all reasonable times for the purpose of preventive maintenance and protection of the Community pursuant to Florida law. No storage of any kind is permitted on the patio, porch, carport or under the home. Home sites not maintained to Community standards may be maintained by Management as permitted by Chapter 723, Florida Statutes, and in such event a fee will be charged.

10. Management must approve all home site landscaping plans and any digging in order to protect underground utility lines, pipes and cables and Resident's safety. Resident is responsible for the maintenance and trimming of shrubbery and trees thereon and for maintenance of Resident's lawn, including, but not limited to, landscaping, fertilization and application of insecticide as necessary.

11. Community Owner reserves the right to modify these requirements at its sole discretion, subject to Chapter 723, Florida Statutes.

## II. STORAGE SHEDS

1. All existing sheds must be in good condition and maintained by Resident on Resident's home site. Location of storage sheds must be approved in writing by Management prior to installation. Any such installation shall begin only after appropriate building permits have been obtained. All work must be performed by a licensed, qualified, bonded and insured contractor, who has proof of valid liability and worker's compensation insurance coverage, if applicable.

2. The location of storage sheds must be approved in writing by Management prior to installation and must not extend beyond the border of the home and carport. No free-standing sheds are permitted. Any such installation shall begin only after appropriate building permits have been obtained. All work is to be done by a licensed, qualified and bonded contractor, who has proof of valid liability and worker's compensation insurance coverage. Resident, at Resident's expense, shall maintain in good condition and repair any such storage shed on Resident's home site.

3. There may be only one (1) storage shed to a home site. Management may give written approval in certain cases, in its discretion, for an extension to a storage shed.

4. There may be no sleeping facilities within the storage shed.

5. All storage sheds must be properly anchored.

6. Any damage caused by storage sheds or their construction or removal shall be the sole responsibility of the applicable Resident.

7. Storage sheds may not exceed the height of the manufactured home.

## III. FENCES

No fences or privacy walls are allowed on home sites in the Community. The use of fencing materials in any manner whatsoever must be approved by Management prior to installation.

## IV. MOTOR VEHICLES

1. All drivers must observe speed limits and stop signs as posted within the Community.

2. Parking:

(a) Two (2) vehicles are permitted to each home site within the Community. Vehicles must be parked in specific areas as designated by Management.

(b) Guest and visitor vehicles must be parked in areas as designated by Management. Residents are responsible for ensuring that their guests and visitors comply with this requirement.

(c) No vehicles may be parked in or on common areas except as specifically authorized by Management in advance.

(d) Illegally parked vehicles may be removed, at Management's discretion, at the risk and expense of the vehicle's owner.

(e) No overnight street parking between the hours of 10:00 PM and 8:00 AM.

(f) No commercial vehicles are allowed to be parked overnight in the Community.

3. Only registered vehicles are allowed within the Community. Residents must register each vehicle kept within the Community in the Community office. Vehicles which are mechanically inoperable or without valid current license plates are not allowed within the Community.

4. Only drivers with valid driver's licenses may operate motor vehicles within the Community.

5. No excessively noisy vehicles are allowed within the Community.

6. There may be no overnight sleeping within the Community except within Residents' manufactured homes. No overnight sleeping is allowed in any motor vehicle, camper or camping trailer.

7. No vehicles larger than 8,600 pounds are permitted in the Community. Construction or farm equipment may not be stored, parked or kept within the Community. Residents are advised that any unauthorized or prohibited vehicles may be removed by a private towing service under Florida law and that the vehicle owner will be responsible for paying the towing service's charges.

8. Any vehicle which drips oil, gasoline or any other fluid must be repaired immediately by the applicable Resident, and any damage caused by such dripping fluid must be cleaned and/or repaired by such Resident.

9. The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the Community unless otherwise authorized in writing by Management in advance.

10. Recreational vehicles and boats kept in the Community must be parked in the Community storage area designated for these units (to the extent space is available within such storage area and at a charge to be determined by Management), except as otherwise authorized in writing by Management in advance. No person may sleep or live in any type of recreational vehicle within the Community, and under no circumstances may a recreational vehicle be attached to water and sewer connections or electrical outlets.

11. Licensed motorcycles may be ridden to and from Residents' manufactured homes only, by licensed drivers. Motorcycles must have quiet mufflers. No "joy riding" of any kind is allowed in the Community.

V. PETS

1. Resident shall be entitled to keep any pet(s) owned as of the effective date hereof (the "Existing Pets"), but Resident shall not be entitled to replace the Existing Pet(s) or acquire any additional pets without the prior written

consent of Management. Resident acknowledges that in the event any of the Existing Pet(s) die or otherwise leave the Community they shall not be replaced, and that when the Existing Pet(s) either die or otherwise leave the Community, Resident shall reside in the Community without a pet in compliance with these Rules and Regulations, unless first obtaining prior written consent of Management for a replacement pet and entering into a Pet Agreement in the form attached hereto as Exhibit "1." Within thirty (30) days of the effective date hereof, Residents owning Existing Pets shall enter into a Pet Agreement with Management.

2. All pets must be approved by Management in writing before the pet's owner moves into the Community, or before Resident obtains a pet after move-in.

3. The following regulations must be complied with at all times by Resident and their pet(s):

(a) Resident may keep not more than two (2) pets, none of which shall exceed thirty (30) pounds, defined as follows:

- i) Dog;
- ii) Domestic cat;
- iii) Bird;
- iv) Fish;
- v) Other domestic animal as approved by Management.

(b) No exotic pets are allowed in the Community.

(c) No more than two (2) pets per household.

(d) Noisy or unruly animals, animals considered dangerous or vicious by Management, and animals with respect to which other Residents file justifiable complaints with Management must be removed from the Community. No animal which has been removed from the Community under this rule shall thereafter again be permitted within the Community without Management's prior written consent.

(e) Certain breeds of dogs whose temperament and disposition are generally regarded to be dangerous or vicious are not allowed within the Community under any circumstances. This includes, but is not limited to, pit bulls, German Shepherds, Rottweilers, Chows, Doberman Pinschers, etc.

(f) Each animal must be registered and identified as to owner in the Community office.

(g) Exceptions for size and weight will be made for service animals which are licensed and registered for use by the disabled.

(h) All pets must be on a leash no longer than six (6) feet at any time the pet is outside of Resident's home site.

(i) Any animal left roaming the Community unattended may be removed by Management.

(j) Pets may not be tied unattended outside of Resident's manufactured home at any time.

(k) Pets may not be walked on the lawns of any home site in the Community, other than Resident's home site.

(l) When walking the pet, Resident must have with them at all times a suitable means to pick up and properly dispose of all pet litter immediately. Pet litter must not be buried or covered over, but must be put in a suitable closed container and placed in the garbage for trash collection. It is Resident's responsibility to maintain their home site free and clear of pet litter at all times.

(m) Pet owners must comply with all applicable state, county and local laws.

(n) No pet enclosures, including, but not limited to dog houses, are allowed. Pets must be kept inside Resident's manufactured home if unattended.

(o) Excessive noise is not allowed, and pets must not annoy Resident's neighbors. Pets must not be left alone if they bark, cry or whine when by themselves.

(p) No pets are allowed in the Community recreation or common areas around the clubhouse at any time.

(q) If for any reason your pet becomes lost or runs away, please notify Management at once to assist in its prompt return.

(r) Guests' pets are not permitted in the Community unless they are within the requirement of the Rules and Regulations.

(s) If a complaint concerning a pet is received by Management and determined justifiable, the applicable Resident will receive a warning. If a second complaint concerning the same pet is received by Management after Resident has received the first warning, and Management determines the second complaint is justifiable, Resident may be required to permanently remove the pet from the Community.

(t) Resident shall at all times be responsible for any and all damages caused by Resident's pet to property of the Community or another Resident in the Community, and for any and all injuries caused by Resident's pet.

4. Resident shall not conduct any breeding or commercial enterprise or activity in the Community.

5. Resident acknowledges that Community Owner's agreement to allow Existing Pets shall in no way affect Resident's continuing obligations pursuant to the Community Prospectus and these Rules and Regulations, for which Resident understands and agrees it shall continue to be fully responsible. Community Owner's agreement to allow Existing Pets shall in no way waive Resident's continuing obligation under these Rules and Regulations, or the Pet Agreement or under any other term or condition of the Community Prospectus. In the event Resident violates these Rules and Regulations or the Pet Agreement, Management shall have all rights and remedies available to it against Resident pursuant to Chapter 723, Florida Statutes, as if the Pet Agreement had never been entered into and no allowance made for the Existing Pets.

#### VI. TV ANTENNAS AND SATELLITE DISHES

Federal Communications Commission regulations allow reasonable restrictions affecting the placement, appearance or installation of satellite dishes and antennas. In order to maintain an attractive Community, thereby preserving the market value of Residents' manufactured homes, Residents are strongly urged to rely on indoor broadcast antennas or cable television service as opposed to installing outdoor antennas or satellite dishes. To maintain the appearance of the Community and help avoid safety hazards to other Residents, all antennas and satellite dishes of every kind should be installed from the middle to the rear of the manufactured home. They may not extend higher above the manufactured home's roofline than the distance between the manufactured home itself and the adjacent lot line. Such limitation is to protect other Residents from injury if the antenna or satellite dish falls. A satellite dish may be installed on Resident's manufactured home, or on Resident's home site, so long as it does not exceed one (1) meter in diameter.

Dishes larger than one (1) meter in diameter are prohibited on manufactured homes or home sites in the Community. Satellite dishes and antennas may not be installed on any other Resident's home site or on common property. Moreover, satellite dishes and antennas may serve only one (1) Resident's manufactured home. The foregoing limitations shall only apply to the extent that they are not inconsistent with applicable law. The Community preserves the right to impose additional requirements for the installation of satellite dishes and antennas, as permitted by law.

#### VII. CLOTHESLINES

1. Only clotheslines of the umbrella type may be used. No other clotheslines are permitted.
2. No undergarments may be hung on the clothesline. No clothes may be hung on a line for more than eight (8) hours at a time, and no clothes may be hung on Sundays.

#### VIII. SALE OF MANUFACTURED HOMES

1. In the event Resident elects to sell Resident's manufactured home, two (2) "For Sale" signs not to exceed a total size of nine (9) inches by twelve (12) inches may be installed on the inside of a window only. No "For Sale" sign may be used without the prior written permission of Management, which permission shall not be unreasonably withheld. No other "For Sale" sign nor any other sign of any nature, whether relating to the sale of the manufactured home or for any purpose, shall be permitted on the home site.

2. RESIDENT ACKNOWLEDGES THAT THE SALE OF THE MANUFACTURED HOME DOES NOT INCLUDE A TRANSFER OF THE HOME SITE TO THE BUYER UNLESS THE BUYER:

- (a) IS APPROVED BY MANAGEMENT AS A RESIDENT IN ACCORDANCE WITH MANAGEMENT'S PRE-QUALIFICATION PROCEDURES AND STANDARDS;
- (b) SIGNS A RENTAL AGREEMENT; AND
- (c) MEETS ALL OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE RULES AND REGULATIONS, THE COMMUNITY PROSPECTUS AND THE RENTAL AGREEMENT.

#### IX. OPEN FIRES; FIREWORKS

No open fires are allowed within the Community (charcoal grills do not constitute open fires for purposes of this Rule). Charcoal grills must be used outside of the manufactured home and not within five (5) feet of the manufactured home. Fireworks are prohibited within the Community.

#### X. OUTSIDE CONSTRUCTION

1. Any construction or repairs other than routine home improvements or yard maintenance must be approved by Management in writing in advance.
2. No contractor or construction company may perform any service within the Community unless it has reported to the Community office for clearance. All contractors and repair, maintenance and landscaping personnel must have proper worker's compensation, liability and performance bonding insurance coverages, as determined by Management in its discretion.
3. Resident may not, and shall not have the power or authority to, allow the Community or any improvements therein to become subject to any mechanics', laborers' or materialmen's liens.
4. Resident should not give instructions to, or make requests of, the Community's maintenance personnel. All requests should be made directly to Management.

## XI. NOISE; UNACCEPTABLE CONDUCT

1. Excessive noise, loud and/or abusive language, drunkenness, or uncontrolled or loud parties are prohibited. Residents shall be required to operate televisions, radios, stereos, etc., in a way that does not disturb their neighbors and conversation must be kept at a level low enough not to disturb any other Resident.
2. Radio volume in vehicles should be lowered at the Community entrance and at all times while in the Community must be maintained at a volume that can only be heard inside the vehicle.
3. Loud noises, disorderly conduct, abusive, profane and/or threatening language, harassment of Residents or their guests and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the Community by its Residents.
4. Drunkenness and immoral behavior shall not be tolerated. No alcoholic beverages shall be consumed or served in any building or recreation area which is Community Owner's outside property, however, exceptions may be made with Management's prior written approval. Smoking is not permitted in the Clubhouse, except in designated areas.

## XII. COMMERCIAL ENTERPRISES

1. No commercial enterprise or business of any nature may be conducted by Resident in the Community without the prior written approval of Management, nor may advertising materials be distributed or posted within the Community without Management's prior written approval. This restriction applies to the delivery of handbills of any nature, although Management may distribute written materials to Residents. This rule does not preclude Residents' right, as allowed by Section 723.054 Florida Statutes to communicate on matters of common interest relative to the Community. Further, Community recreational and social or news organizations may distribute written materials of a non-commercial nature provided such written materials are also given to Management.
2. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Park. Notwithstanding, nothing herein prevents or infringes upon the right of a Resident from canvassing manufactured home owners for the purposes described in Florida Statute §723.

## XIII. DAMAGE

1. Any damage caused by any Resident, or by any visitor, guest, agent or representative of such Resident, or by any of their property (storage shed, TV antenna, etc.) to the person or property of another shall be the sole responsibility of the applicable Resident.
2. Management is not responsible for damage, injury or loss due to theft, fire or other casualty to either the person or property of any person, whether a Resident, visitor or guest.

## XIV. COMMON AREA DECORUM AND CONDUCT

1. Management has established separate rules and guidelines for behavior and conduct of Residents, visitors and guests within common areas such as swimming pools, Clubhouses and recreation facilities. These rules and guidelines are posted in each common area where they are applicable and are incorporated herein. (See below.) They may be changed from time to time by Management. Residents will be given ninety (90) days notice (or such period as may be allowed under applicable law) of any changes to such rules and guidelines.
2. Management will undertake to make the common areas and recreational facilities of the Community conveniently available and open to Residents at reasonable times, except when closed for emergencies, repairs, maintenance or for scheduled events. Resident is responsible for the behavior and conduct of all guests, including minor children, visiting Resident.

3. Gambling (except for Bingo games as permitted pursuant to Chapter 723, Florida Statutes) or the use of alcoholic beverages is not permitted in the recreational areas or in any other portion of the Community except in individual manufactured homes, and then only in accordance with all applicable laws. Exceptions may be made with Management's prior written approval.

4. Although the common areas and recreational facilities described herein are available for use by all Residents and their guests, the use of such common areas and recreational facilities is a privilege. As such, the first violation of any common area or recreational facility rule by a Resident or Resident's guests may result in eviction in accordance with §723.061, Florida Statutes, or alternatively, if Resident so elects and Community Owner accepts, suspension of 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 Management no later than three (3) days from receipt of the notice of violation. If Resident elects suspension of privileges, such suspension shall be for a minimum of ninety (90) days. 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 §723.061, Florida Statutes, without the option of suspension of privileges. Violation of any applicable laws or regulations shall also constitute grounds for eviction, subject to §723.061, Florida Statutes.

#### XV. UTILITIES

1. Resident agrees to assume full responsibility for the payment of the following: all utilities, including electric (the "Utility"), and all grounds work including, but not limited to, fertilizing, trimming, exterminating, weeding, and all other maintenance which the lawns, trees, shrubs, plants, and plant beds require.

2. In the event of an emergency, damage or water line breakage, utility service may be interrupted without notice for the time required to restore such service.

#### XVI. PRE-QUALIFICATION OF PROSPECTIVE RESIDENTS

1. In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"), the Community is intended to be and is operated as "housing for older persons." Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. At least eighty percent (80%) of all occupied home sites within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older as of the date of occupancy, and all Residents of the Community must be at least forty (40) years of age. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. Under HOPA, Management may, in its sole discretion, make certain exceptions to the foregoing provisions.

2. Applicants for Community residency are required to complete an application for home site rental and obtain Management's prior written approval to become a Resident of the Community. A credit check, financial affordability and background check will be performed for every applicant. For any applicant(s) entering the Community under the P2 Prospectus, an application fee will be charged, as follows: (a) One Hundred Dollars (\$100.00) for a married couple; (b) Fifty Dollars (\$50.00) per person for unmarried applicants. Management reserves the right to change this fee.

3. Each prospective RESIDENT is offered a rental agreement upon the approval of their application. Rental agreements may not be assigned or transferred, except as arranged with and approved by Management, nor may any manufactured home be sub-leased except as arranged through Management, subject to §723.059(3), Florida Statutes.

4. Resident may not sublet Resident's manufactured home or home site or assign Residents interest under Resident's rental agreement.



5. Residency is based on two (2) persons per manufactured home, unless otherwise approved by Management in writing in advance. An additional charge will be made pursuant to the Community prospectus for each additional occupant or visitor if such person's stay exceeds fifteen (15) consecutive days or exceeds thirty (30) total days in one (1) calendar year, at the discretion of Management. Guests are not allowed to occupy the manufactured home in the absence of the approved permanent homeowner/Resident. No guests are permitted in a Resident's home for a time period greater than thirty (30) days.

6. Any amendment to a rule dealing with conditions of occupancy in the Community (including submission of information, interview, and age requirements), whether heretofore or hereafter adopted, shall operate prospectively only from the effective date of the amendment and shall not apply to, nor be enforced against, any person residing in the Community at the effective date.

#### XVII. CONDUCT OF CHILDREN

Residents with visiting minor children guests must supervise the outside play and conduct of such minor children so as not to disturb or annoy any other Residents. Repeated or serious failure of a Resident to supervise the conduct of such Resident's visitors under this rule will be grounds for eviction.

#### XVIII. GUESTS AND VISITORS

Residents are responsible for the conduct of their guests and visitors, and any violation of these Rules and Regulations by a guest or visitor of any Resident shall be deemed a violation of these Rules and Regulations by such Resident. All guests must be registered in the Community office and obtain a pool pass. Pool passes must be shown at the request of Management when in the Clubhouse and pool(s) area.

#### XIX. SALES

No patio or yard sales or similar sales are allowed at any home site without Management's prior written approval, other than Community sponsored sales. General notices and advertisements of articles for sale may be posted on the bulletin board located in the Clubhouse after Management approves the same.

#### XX. EVICTION

A manufactured homeowner or a manufactured home may be evicted from the Community only on one (1) or more of the grounds listed in Chapter 723, Florida Statutes. The currently approved grounds are:

- (a) Nonpayment of lot rental amount.
- (b) Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of other Residents of the Community.
- (c) Violation of a Community Rule or Regulation, the rental agreement or the provisions of Chapter 723, Florida Statutes.
- (d) Change in the use of the land comprising the Community, or the portion thereof from which one (1) or more manufactured home(s) are to be removed.
- (e) Failure of the purchaser of a manufactured home situated in the Community to be qualified as, and to obtain approval to become, a Resident.

## XXI. AMENDMENTS

These Rules and Regulations may be amended with ninety (90) days (or such lesser period as may be allowed under applicable law) notice by Management following the procedures as set forth in Chapter 723, Florida Statutes.

## XXII. OTHER AGREEMENTS

ALL AGREEMENTS BETWEEN MANAGEMENT AND RESIDENT MUST BE IN WRITING.

## XXIII. SPECIAL RULES FOR RECREATIONAL AREA

1. Residents are responsible for the proper use of recreational facilities by their guests. Guests who use the facilities in such a manner as to unduly disturb Residents shall lose their privilege to use such facilities.
2. For the purpose of these Rules and Regulations, a child is designated as any person under eighteen (18) years of age. Children under eighteen (18) years of age must be accompanied by an adult at all times when using the pool. There shall be no diving, running, jumping, or loud and boisterous behavior.
3. To use the pool and pool area, all children must be registered in the Community office prior to such use and must be the guest of a Resident.
4. Children are not permitted to use any of the recreation facilities other than the designated pool and pool area, and must be accompanied by an adult at all times.
5. Appropriate swimming attire must be worn in and around the swimming pool. Use of oil or suntan lotion in the pool is not permitted. Swimmers must shower before going into the pool.
6. Attire appropriate for the swimming area is not allowed in other portions of the recreation area, especially within the Clubhouse and throughout the Community.
7. All guests must be registered in the Community office and obtain a pool pass with a required deposit. Pool passes must be shown at the request of Management when in the Clubhouse and other recreational areas.
8. Cover-ups must be worn throughout the Community.
9. No pets are allowed in the pool area.
10. No glass containers or objects are allowed in the pool area.
11. Although the common areas and recreational facilities described herein are available for use by all Residents and their guests, the use of such common areas and recreational facilities is a privilege. As such, the first violation of any common area or recreational facility rule by a Resident or Resident's guests may result in eviction in accordance with §723.061, Florida Statutes, or alternatively, if Resident so elects and Community Owner accepts, suspension of 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 Management no later than three (3) days from receipt of the notice of violation. If Resident elects suspension of privileges, such suspension shall be for a minimum of ninety (90) days. 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 §723.061, Florida Statutes, without the option of suspension of privileges. Violation of any applicable laws or regulations shall also constitute grounds for eviction, subject to §723.061, Florida Statutes.

#### XXIV. SPECIAL RULES FOR CLUBHOUSE

1. All Resident functions must be coordinated through the Community office to avoid schedule conflicts.
2. All off-premises businesses that have a Clubhouse function for Residents must provide adequate proof of insurance to protect Management from any liability.
3. Any organization or individual that uses the facilities must remove all trash, put furniture back in its original position and completely clean the area, including kitchen facilities and appliances.
4. No private functions are allowed unless prior written authorization is obtained from Management.
5. Residents may not generally be excluded from the Clubhouse during special functions. However, Residents must conduct themselves in a manner so as not to disturb such special functions.
6. Any damage caused during a function is the responsibility of the organization or individual holding the function.
7. Management shall not be liable for any personal injury to any persons using the Clubhouse, or for any damage to any private personal property located therein, irrespective of how such injury or damage is caused, whether from action of the elements or acts of negligence or intentional acts by any persons, including, but not limited to Residents of the Community.
8. Repair or loss of any equipment utilized by Residents that is not the sole property of Community Owner will be at the owner of such equipment's sole expense.
9. Rowdiness, misconduct or causing damage to Community property shall be a violation of these Rules and Regulations and may result in eviction or suspension of Resident as set forth in Section XIV.4, above.

#### XXV. GARBAGE AND TRASH COLLECTION

1. All trash, debris, brooms, ladders, building materials and similar items must be kept out of sight at all times.
2. Ordinary amounts of household trash shall be removed at regularly scheduled intervals as specified by Management.
3. Trash must be placed in containers satisfactory to Management. This subsection applies to ordinary amounts of household trash. For purposes of these Rules and Regulations, "ordinary amounts of household trash" is defined to mean the quantity of trash and household garbage that can be contained within Resident's own trash can(s).
4. Resident, at Resident's sole expense, must arrange for the removal of any item that will not fit within Resident's trash can. Trash cans may not remain at the front of the home site more than twelve (12) hours prior to the scheduled pick-up or more than twelve (12) hours after the trash has been picked up.

#### XXVI. DESTRUCTION OF HOME

1. If Resident's manufactured home is completely or substantially destroyed by fire, storm or casualty, Resident shall promptly remove all debris from the home site and take all other action required to render the home site fully tenable for another manufactured home. If Resident fails to do this within thirty (30) days after demand by Management, Management shall have the right (but not the obligation) to remove such debris and take action to make the home site tenable, without liability to Resident, and to charge Resident the reasonable cost thereof.

2. If Resident's manufactured home is completely or substantially destroyed by fire, storm or other casualty, and if Resident shall remove all debris and take all other action required to render the home site fully tenable for another manufactured home, then Resident (at his or her option) may install another manufactured home on the home site, subject to such manufactured home being approved by Management as provided in the Rules and Regulations, or terminate Resident's lease or rental agreement upon thirty (30) days' prior written notice to Management, without penalty or charge.

3. Damage to or destruction of a manufactured home shall not cause rent to abate. If a manufactured home is substantially destroyed by fire or storm, and Resident shall fail to make timely payment of the two (2) rent payments next falling due following the fire or storm, Resident shall be deemed conclusively to have surrendered the lease or rental agreement and abandoned the property situated on the home site, and Community Owner, at its option, shall be entitled to retake possession home site.

#### XXVII. TERMINATION

Upon expiration or earlier termination of Resident's lease or rental agreement, Resident shall surrender the home site to Management in good order, condition and repair, ordinary wear and tear excepted.

#### XXVIII. VACANT PREMISES

When leaving the Community for an extended period, Resident shall file a Departure Notice at the Community office with certain information including how to contact Resident in event of an emergency and the name of the person who will be responsible for maintaining Resident's home site and the manufactured home in Resident's absence. The use of foil, corrugated cardboard, paper, or sheets to cover windows and glass doors creates an unsightly appearance and is prohibited. Shades, drapes, and/or awnings are suggested for this purpose.