



# **TROPICAL ISLES MOBILE HOME PARK**

## **A RESIDENTIAL COOPERATIVE**

### **RULES AND REGULATIONS**

The following Rules and Regulations have a four-fold purpose:

1. to preserve, protect and enhance Tropical Isles Co-Op, Inc. property values and assets.
2. to promote harmonious living
3. to ensure that Residents and their Registered Guests can use and enjoy the Community's common facilities, and
4. to advocate safety.

These rules have been established by the Board of Directors of the **TROPICAL ISLES CO-OP, Inc.**, a Florida not-for-profit corporation (hereinafter called the Co-Op), owner of the Community, and may be changed from time to time to achieve the above or other purposes. Notice of change in these Rules and Regulations shall be given to all Members and Homeowners at least ninety (90) days prior to the date of the implementation of the changes.

#### **I. DEFINITIONS**

Definition of terms used in these Rules and Regulations shall be as follows: any terms not defined herein shall have those definitions established by the applicable Florida Statutes, except that when a conflict occurs, then, where permissible, the definitions herein shall prevail.

- A. **Board of Directors or Board of Administration or Directors or Board** means the then current Board of Directors responsible for the administration of Tropical Isles Co-Op, Inc., a Florida not-for-profit corporation.
- B. **Common Areas** means the portion of the cooperative not included in the units.
- C. **Community or Park** means Tropical Isles Mobile Home Park which is owned and administered by Tropical Isles Co-Op Inc.
- D. **Community Facilities** means all physical improvements and common areas of the community.
- E. **Co-Op or Cooperative or Corporation** means TROPICAL ISLES CO- OP INC., a Florida not-for-profit corporation, the owner of the community and landlord of members and homeowners, formed and operated pursuant to Chapter 617 and 719, Florida Statutes.
- F. **Co-Op Share or Share or Cooperative Parcel** means the combination of the Membership Certificate, which evidences ownership of an undivided share in the assets of the Co-Op, together with the Proprietary Lease for the Member's Unit and, if applicable, the mobile home affixed to the leased Unit.
- G. **Guest** means a person whose stay in the community at the request of the Resident does not exceed fifteen (15) consecutive days or thirty (30) total days per calendar year, unless such person has the written permission of the Board of Directors or unless permitted by a properly promulgated rule or regulation. The spouse of a Resident is not considered a guest.

1. For the protection and safety of all residents, guests who stay in the community overnight or more must register their names with the management. Weekend guests must be registered during the weekday office hours prior to their arrival.
  2. Guests may not stay in the unit without the owner unless approved in writing by the board of directors.
  3. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Community Rules and Regulations.
  4. Residents may have only two (2) guests for Bingo held at Tropical Isles Co-Op, Inc. Guests are required to sign in at the door.
  5. Resident's must be allowed to join any park activity up to capacity prior to allowing guests to join. This does not include Residents who miss the deadline for signup.
  6. Facilities are primarily for the use and enjoyment of the Resident.
- H. **Homeowner/Non-shareholder** means a person or persons who owns a mobile home and rents or leases a Unit from the Co-Op for residential use, is governed by Chapter 723, Florida Statutes and is not a member of the Co-Op.
- I. **Lot Rental Amount** means the monthly charge paid to the Co-Op by Homeowner as defined in Section 723.003(2) Florida Statutes.
- J. **Management** means the professional manager, or management company employed by the Board of the Co-Op to manage the community.
- K. **Master Form Proprietary Lease or Declaration** means the Master Form Proprietary Lease recorded on March 27, 2007 as File# 3031803, O. R. Book 2786 pp 2163-2203, Public Records of St. Lucie County, Florida.
- L. **Member or Shareholder** means the person or persons owning a Membership Certificate issued from the Co-Op, in accordance with its Articles of Incorporation, Bylaws and Master Form Proprietary Lease
- M. **Monthly Assessment, Maintenance Fee, or Co-Op Fee** means the share of the funds required from each member, on a monthly basis, for payment of common expenses, Co-Op fund requirements, including monthly maintenance, other charges, and expenses which from time to time may be assessed against the Members by the Co-Op in accordance with the funding requirement schedules established by the Co-Op from time to time.
- N. **Occupant** means any person residing in a mobile home within the community other than a guest as defined in these rules.
- O. **Resident** means Members, Homeowners and Tenants.
- P. **Schedule of Special Use Fees** means the then current amounts of Special Use Fees. Such fees may be changed periodically. Members and Homeowners shall be given ninety (90) days' notice of such changes.
- Q. **Tenant or Renter** means an occupant of a mobile home in the community who is neither a Member nor a Homeowner, but who occupies and rents a Unit (as hereinafter defined) owned by a Member, Homeowner, or the Co-Op. Subleasing is presently not allowed in the community.
- R. **Unit, Units or Lots**, as applicable, means the Cooperative Parcel upon which a Member's mobile home is located, or a rental Unit upon which a Homeowner's mobile home is located, or a vacant Unit, as said Units are shown on the Plot Plan attached to the governing documents of the Co-Op.

## II. OCCUPANCY REQUIREMENTS

- A. It is the intent of the Co-Op that the Community be operated as "housing for older persons" in accordance with the Federal Housing for Older Person Act of 1995 (as amended or modified from time to time) under HOPA. Under HOPA, "older persons" are defined as person's fifty-five (55) years of age or older. The community complies with HOPA and is intended to be reserved for occupancy by person's fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence prior to the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. All Residents of the community must be at least forty (40) years of age. Exceptions must be approved by the Board of Directors. All perspective 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, the Co-Op may, in its sole discretion (a) modify this requirement, (b) limit its enforcement or (c) strictly enforce this rule as a result of its interpretation under Federal or State law. If the mobile home is sold to someone who is not approved for admission or occupancy by the Board of Directors or the review committee, the home must be removed from the Community at the time of sale.
- B. The Board of Directors or their designated Resident Review Committee, must approve or reject applications for admission to the Park and for purchase of a Membership in the Co-Op. All applicants for admission to the Park and for Co-Op membership must meet certain financial and other reasonable criteria as established by the Board of Directors in order to be approved.
- C. All applicants for admission to the Park must provide the Co-Op with copies of their mobile home titles and the name and address of any lienor of the mobile home. In the event a Homeowner or Member should obtain a loan or refinance an existing loan for which the mobile home is used as collateral, the Homeowner or Member shall, within thirty (30) days of said transaction, provide the Co-Op with the name and address of the lienor. Refusal by the Homeowner or Member to furnish such information shall be a violation of these Rules and Regulations.
- D. The Co-Op reserves the right to refuse admittance to any prospective Member, Homeowner, Tenant, or Occupant, on the basis of the criteria established to determine the background, character, and financial responsibility of perspective applicants.
- E. The Co-Op reserves the right to require an application fee not to exceed the greater of one hundred dollars (\$100) or the maximum cost allowed under Section 719.106(1)(i), Florida Statutes, or the maximum cost allowed under Chapter 723, Florida Statutes, whichever is applicable, to defray any cost connected with the screening process. If this fee is determined to be a fee prohibited by Section 719.106(1)(i) or Chapter 723, Florida Statutes, as applicable, it will be refunded. The failure of any perspective Member, Homeowner, Tenant or Occupant to provide general background information, personal references, proof of financial responsibility, copies of mobile home titles and lien information, shall be deemed a cause for refusal of membership or admittance to the Park. At the option of the Co-Op, and as authorized by Section 719.106(1)(i), the Directors may approve, impose, and collect a transfer fee of the Co-Op and its Management in connection with the purchase and issuance of the Membership Certificate and Memorandum of Proprietary Lease providing that the transfer fee shall not exceed the sum of one hundred dollars (\$100) or such sum as allowed by Chapter 719, Florida Statutes, as amended or its successor statute; further the Board of Directors

may at its option, approve, impose and collect additional fees and cost as authorized by Sections 719.104(2)(d) and 719.108(6), Florida Statutes, as amended or successor sections or statutes.

- F. Determination by the Co-Op that any perspective Member, Homeowner, Tenant or Occupant misstated or misrepresented any information on any application or entry forms required by the Co-Op prior to admittance as a Resident of the Community or a Member of the Co-Op shall constitute a violation of these Rules and Regulations, and the Co-Op shall have all rights and remedies permitted in its applicable governing documents under Chapter 719 or Chapter 723, Florida Statutes, as applicable.
- G. No one shall occupy or use a Unit in the Park or permit the same or any part thereof to be occupied without the written consent of the Management, and no one shall occupy or use a Unit for any purpose other than as a private dwelling or for any home occupation use permitted under, and subject to compliance with Bylaws of the Co-Op, the Rules and Regulations, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction.
- H. There shall be no more than two (2) occupants per mobile home in the Park. No additional occupants will be allowed without the written permission of the Board of Directors. In the event permission is granted for additional occupants, there shall be an additional occupant fee per month; which amount is defined in the Schedule of Special Use Fees. Information regarding the amount of this charge can be obtained at the Park Office.
- I. The Co-Op shall have any one or more of the following remedies for non-compliance in addition to those remedies provided elsewhere in these Rules and Regulations, the Lot Rental Agreement, or by law.
  - 1. In the event that any occupancy requirement is not met, the Co-Op shall be entitled to file for and obtain an injunction order against the owner of the mobile home, and the rent r(s) and/or other occupants in the mobile home, removing the unauthorized renters, owner, and /or other unauthorized occupants.
  - 2. The Co-Op shall also be entitled to evict the renter(s) and other occupants in the mobile home, as agent for the owner(s).
  - 3. Any eviction hereunder shall be in compliance with Florida Statute 723.061(2014) as amended from time to time.
- J. The monthly Lot Rental Amount paid by Homeowners and the Monthly Assessment paid by the Members shall be due and payable on or before the first (1st) day of the month and shall be delinquent after the fifth (5th) day of the month. Delinquent payments of Lot Rental Amounts are subject to a late charge for Homeowners in an amount specified in the Schedule of Special User Fees. Delinquent payments of Members Monthly Assessment are specified in the Master Form Proprietary Lease.

### **III. MOBILE HOME PLACEMENT**

- A. A Shareholder who buys a Cooperative Parcel that does not have a mobile home located thereon, must agree in writing, with Management as to a period within which a mobile home must be placed on the Unit, together with other relevant terms and conditions.
- B. Prior to the installation of any newly purchased mobile home, the Member or perspective Homeowner shall submit an approved form with all required information. The maximum length and the optimum position of the mobile home on the unit will be determined upon examination of the site by the Board of Directors or their designated committee.
- C. Newly installed mobile homes must be set up within one hundred and twenty (120) days from date of placement on the Unit and include the following appurtenances:

1. Carport
  2. Approved Skirting around the mobile home
  3. The design of all appurtenances and additions must be approved by the Board of Directors or their designated committee.
- D. Board of Director written approval must be obtained if an extension is necessary to complete the installation of the Mobile Home with all appurtenances.
- E. Mobile home tie-downs and blocking must comply with all governmental laws, ordinances and regulations.

#### **IV. THE MOBILE HOME AND MOBILE HOME SITE**

All mobile homes, sites, appurtenances, structures and landscaping must be placed, maintained, removed and comply with all applicable laws, ordinances and regulations of the Federal Government, the State of Florida, St. Lucie County and Tropical Isles Co-Op, Inc. as amended from time to time.

##### **A. UNIT SITES AND STRUCTURE**

1. Mobile homes must be kept clean and in good repair including roofs, siding, skirting, screens and concrete.
2. Residents are responsible for the overall appearance of the mobile home site. Sites shall be kept orderly, neat, clean, mold free and free of litter.
3. No construction by Resident of any new structure or additions to existing structures shall commence prior to Resident submitting drawings and specifications to the Board of Directors or their designated committee and obtaining written approval from the Board of Directors to proceed with the construction. The Board of Directors will respond within thirty (30) days to the submission of the request. The vendor or contractor who installs the additions must be licensed by appropriate authority on the state and county level and show evidence of insurance. In addition, all additions must comply with the ordinances and building codes of St. Lucie County.
4. Exterior antennas no higher than one meter (39.37 inches) and satellite dishes one meter (39.37 inches) or less in diameter if installed, (a) must meet all wind-load requirements, (b) must be located on side or backyard side of mobile home. The Federal Communication Commission has established guidelines for the installation of these devices. As these rules change from time to time with technological advances please consult with Management prior to installation.
5. Hose bibb vacuum breaker anti-siphon devices are required for hose bibs, lawn hydrants and any other potable water sources. It is a violation of State Health Codes Chapter 62-555-330(6) to remove hose bibb vacuum breakers anti-siphon devices from hose bibs.
6. Alterations to the unit: Residents shall not, without first obtaining the written consent of the Board of Directors, alter in any way or add to the mobile home presently located upon the Unit or any of its fixtures and appurtenances. The Resident shall not change the color of the mobile home located on the unit, or substantially alter its outward appearance without first having obtained approval from the Board of Directors or its designated committee.
7. Units, including the mobile home, and all appurtenant buildings or structures, shall be maintained in a neat and clean condition. If such Units, mobile homes, etc. are not maintained to standards satisfactory to the *Co-Op*, the Co-Op shall arrange for the cleaning of the Unit, mobile home, or mobile home site, and charge the Resident for the services.

8. No stand-alone storage sheds shall be allowed on the Unit. The addition of other structures requires written consent of the Board of Directors.
9. Permanent clothes lines are not permitted and no hanging of clothes, rugs, towels and the like are permitted on the Unit or mobile home site. A collapsible, clothes drying device may be used in the screen room or on the patio, as long as the device is collapsed and stored when not in use. No laundry shall be left out overnight.
10. All lampposts, light fixtures and house number signs located in the front of the mobile home must be identical. The Board of Directors will be responsible for determining the color, size and style.
11. Residents who use temporary shutters such as plywood (which must be painted to complement the exterior decor of the home) metal, plastic or any other material may be used only during storm watches or warnings and must be removed within ten (10) days or as soon as possible after a storm. Allowances will be made for persons on vacation. Residents who reside elsewhere during the summer season and use shutters which are installed for the duration of the Resident's absence from the Park must have shutters that complement the exterior decor of the home.
12. No signs or structures of any kind shall be displayed within the community, or on a Resident's home, lawn, or anywhere on the Unit without prior written approval of Management, except mobile home "for sale" signs as set forth in Rule XI.
13. Up to three statuary objects, sculptures, statues or decorations with a height up to twenty-four (24) inches may be placed in flower or shrub beds adjacent to the mobile home.
14. Decorations for holidays such as Christmas, Easter and the like, shall be allowed with the understanding that such decorations shall be removed no later than ten (10) days after the date of said Holiday.
15. Residents are responsible for the effective employment of extermination measures within their Unit to stop the spread of insects and vermin.

## B. LANDSCAPING

### 1. Lawns

- a. The resident is responsible, including all costs, for the watering, weeding, pest control, fertilizing and replacement of the lawn by sod, plug or grass seed on their Unit.
- b. The Co-Op is responsible for the mowing of all grass in the community.
- c. No lawn shall be mowed before 8 AM.

### 2. Trees and Shrubs

- a. The resident is responsible, including all costs, for the maintenance, pest control, fertilization, trimming, and removal of all landscaping plants, trees and scrubs on their Unit.
- b. The Co-Op is responsible for the trimming and removal of Queen palm trees within ten (10) feet of the road.
- c. There is a two (2) tree requirement for all Units. Two (2) trees as specified by St. Lucie County Planned Unit Development (P.U.D.) are furnished as part of the landscaping package. Homeowners and Members placing their own homes are required to landscape with two (2) trees.
- d. No tree can be removed without written permission from the Management and the proper tree removal permits from the county.

- e. Residents planning landscaping changes, planting trees and/or large shrubs must first obtain approval from Management and coordinate with Management to avoid damage to underground facilities and for lawn maintenance considerations.
- 3. Residents leaving the Community for any length of time must make arrangements for watering, weeding and trimming.
- 4. Prudent use of water for all purposes should be of first consideration at all times by all Residents. St. Lucie water restrictions should be followed.
- 5. No excavating or moving of fill on or off the Unit without approval by the Board of Directors.

#### C. CARPORTS AND PATIO AREAS

- 1. Carports must be kept neat and clean at all times to preserve the attractive appearance of our Community. Carports are for **automobiles**, and other approved vehicles, including **golf carts** and **bicycles**. Boats, RVs and trailers of any type may not be stored on carports or driveways. Carports are not to be used as storage areas for household, construction, or yard work items.
- 2. Carport tie downs/reinforcements are to be approved by the Board of Directors or their designated committee.
- 3. Patio furniture, barbeque equipment bicycles, a garbage can, and a small storage cabinet, all of which can be moved indoors during a hurricane or emergent disaster, are the only items permitted outside of a mobile home.
- 4. Lawn care equipment, tools and other utility items must be stored in the shed when not in use. Residents who leave for the summer or full time Residents who leave for more than seven (7) days must put outdoor objects such as flags, lawn ornaments, flowerpots, light lawn furniture and umbrellas indoors. This is very important especially during hurricane season for the protection of your own home as well as your neighbor's.
- 5. If a Resident must reorganize and /or clean the shed, the contents may be stored in the carport for no more than forty-eight (48) hours with notification to Management.

#### D. UTILITIES

- 1. Any clogging, stoppage or malfunction of the sewer line and the sewer line itself, from the mobile home to the riser, is the responsibility of the Resident. If the Resident fails or refuses to correct any problems with that portion of the sewer line that is the responsibility of the Resident, the Co-Op will have the corrective work done and all charges in connection therewith shall be paid by the Resident.
- 2. Residents are responsible for all electrical work from the mobile home to the outdoor uniform lamppost. Residents are responsible for maintaining the photosensitive uniform post lamp and assuring that it is lit from 9:00pm to 7:00am.
- 3. The water meter is the responsibility of Fort Pierce Utilities Authority. The Resident is responsible for the maintenance and replacement of all piping and connections from the output of the water meter up to and including the mobile home.
- 4. Sewer service is provided by Tropical isles Utilities Corporation. The Resident is responsible for the sewer lines and connections from the property line [or in some cases the wye (Y) connection between two (2) to three (3) homes] up to and including the mobile home, including the maintenance thereof.
- 5. All utility meters (e.g. water, electric) must be kept free and clear of shrubs, plants and trees.

#### E. FENCES

Fences, partitions and trellises are not permitted, with the following exceptions, which are predicated upon enhancing the integrity and appearance of the Park:

1. Garden border fences not over eighteen (18) inches in height.
2. Trellises on carports or to support plants or flowers. Trellises may not be used to create "rooms" attached to the mobile home, carport or shed.
3. Prior to any fence, partition, trellis or landscaping curbing installation, a design plan illustrating layout in relation to lot and home lines must be submitted to the Board of Directors or their designated committee for approval.
4. A trellis will not exceed the height and width of a carport or eight (8) feet in height by four (4) feet in width for a support trellis. A support trellis is not to interfere with lawn maintenance.
5. The Co-Op reserves the right to establish and maintain perimeter fencing at its sole discretion.

## **V. COMMUNITY FACILITIES**

### **A. All Community Facilities are available to Residents and their Registered Guests.**

1. Residents and Registered Guests are required to wear wristbands when using Community Facilities.
2. For Registered Guests who are staying overnight or longer with a Resident the wristband is obtained from Management
3. Guests who are not staying with a Resident overnight are required to register in the office. Guests who do not register in the office will be asked to leave the Community.
4. All minor Guests must be accompanied by the parent or host Resident when using any Community Facility, except the Pool/Billiard Room which has an age requirement of 21 or older.

### **B. CLUBHOUSE**

1. The Clubhouse is available for use to all Residents and their Guests during the hours of 9 A.M. and 9 P.M., seven (7) days a week. Clubhouse hours can be extended by Management, as needed.
2. The Clubhouse will be shuttered in the event of threatening weather (tropical storm and /or hurricane watches or warnings) at the sole discretion of Management. Under no circumstances will the clubhouse be available as a "Hurricane or "Storm" shelter.
3. All social activities in the Clubhouse or on Common Areas must be scheduled with management. All schedules are subject to approval by Management.
4. When the Clubhouse is used for Resident private parties a deposit is required and a fee will be charged for set-up. The resident must clean up the areas used.
5. The Clubhouse kitchen may be used by Residents for social functions and events such as Bingo etc. The kitchen must be cleaned before leaving. All linen must be cleaned and returned to the Clubhouse.
6. Meetings of Residents in this mobile home park relating to mobile home living and affairs, or any other lawful purpose not detrimental to the interests of the majority of Residents, may be held in the Clubhouse. All meetings must be scheduled with Management.
7. All chairs, tables or any other equipment in the Clubhouse are to remain in the Clubhouse. At no time will any of the equipment be loaned to any Resident of the Community.
8. Minimum clothing in the Clubhouse areas for men (except poolside) is shorts, shirts and sandals. Minimum clothing for women (except poolside) is shorts, halter and sandals. No uncovered bathing suits or wet clothing of any kind are allowed in the Clubhouse.



9. In accordance with the Florida Fire Statutes, no propane oil cookers may be used in the Clubhouse or under any Clubhouse roof. No storage of propane tanks is to be within the confines of any section of the Clubhouse.
10. There is to be no parking in the circular driveway or in front of the Clubhouse. This is to be kept clear for emergency vehicle access. Vehicles parked in this area will be towed at the owner's expense.
11. Bicycles are to be parked in the bicycle racks provided for that purpose.
12. There is NO SMOKING in the Clubhouse or adjacent to entrance and exit way.
13. The Pool/Billiard room in the Clubhouse has a minimum age of 21. This facility is available for use by Residents and their Registered Guests seven (7) days a week except during scheduled meets.
14. Use of the Clubhouse or common areas for Fund Raising Activities can be conducted by any club, association, corporate entity or organization whose membership is open to **All** Residents and **Only** Residents of Tropical Isles Co-Op Inc. under the following conditions and restrictions:
  - a. The club, association, corporate entity, or organization has notified Tropical Isles Co-Op Inc. in writing of the group's existence.
  - b. The group schedules the facility for the activity with Management.
  - c. The term "fund raising activities" includes activities such as charging admission, taking donations and selling any form of product, etc.
  - d. The group conducting any fund-raising activity shall be responsible for all licenses, permits, tax reporting and tax liability including Federal and State Income taxes, sales tax, use tax, etc.
  - e. The group members and their Guests, if any, shall comply with Community Rules and Regulations.
  - f. Alcoholic beverages are strictly prohibited at any such fund-raising activity unless the sponsoring group has provided proof of adequate liability insurance whether such beverages be provided by the group or brought onto the common area premises by the group's members and/or guests (BYOB).
  - g. Notwithstanding any provision of this rule, the Tropical Isles Co-Op, Inc. is entitled to use common areas facilities in any lawful manner.

#### C. SWIMMING POOL/HOT TUB

1. The pool is open from 7:00am to 9:00pm for Resident's and their Registered Guests only.
2. The pool will be closed for cleaning, other maintenance and during inclement or threatening weather as determined by management. Signs will be posted to advise Residents when the swimming pool/hot tub is closed.
3. SWIM AT YOUR OWN RISK. There is no lifeguard on duty at the swimming pool. The Co-Op shall not be liable for any injuries or loss of property, by users of the pool and pool area.
4. DIVING and JUMPING into the pool is not allowed at any time.
5. All persons must shower before entering the pool and/or hot tub.
6. The wearing of oil in the pool or hot tub is prohibited.
7. No children under the age of 12 years are permitted in the Hot Tub.
8. No person should stay in the Hot Tub longer than 15 minutes.

9. Infants and children not toilet trained must wear swim diapers in the pool.
10. Incontinent individuals must wear appropriate protective undergarments when in the pool and/or hot tub.
11. Please use the bathroom prior to entering the pool or hot tub. Use of the bathroom is especially encouraged for children. Do not use the pool or hot tub as a bathroom. Accidents must be reported.
12. Any person experiencing diarrhea is prohibited from using the pool. It is recommended by the CDC that any person who has experienced diarrhea should refrain for two weeks from using the swimming pool or hot tub.
13. No inner tubes or rafts are permitted in the pool (noodles are acceptable).
14. Running, wrestling, ball playing and other activities which might disturb people in and around the pool are prohibited.
15. Ear buds or headphones must be used with iPods, MP players, Walkman's, Radios etc.
16. When using any of the on-ground chairs or lounges, please return them to their original place before you leave.
17. No equipment shall be removed from the deck area.
18. **GLASS CONTAINERS ARE NOT PERMITTED IN THE POOL OR POOL AREA.**
19. **PETS ARE NOT PERMITTED IN THE POOL OR POOL AREA.**

#### D. COURTS: SHUFFLEBOARD, TENNIS, PETANQUE, BOCCE

1. The Recreational Courts are scheduled for organized activities and these schedules have priority. Scheduled activities are not limited to the general use hours.
2. The Recreational Courts are available for general use by Residents and their Registered Guests seven days per week from dawn to dusk, except during organized activities.
3. Equipment for games is available from the equipment closet when the clubhouse is open. All equipment must be returned to the equipment closet after use.
4. Do not walk on the courts.

#### E. LAKES

1. **NO SWIMMING** in any lake in the Park.
2. Residents and their Registered Guests are allowed to "Catch and Release" fish.
3. There is no fishing allowed near the fountain and deck of the club house.
4. Do not throw trash into the lakes.
5. Do not feed the fish or any other animals in the lake.
6. Rowboats, kayaks and paddleboats are not permitted in the lake, except for lake maintenance.

#### F. STORAGE SPACES/AREA

1. Management provides an area for the storage of boats, trailers, RVs, and campers. Residents must obtain approval and register said vehicles with Management before the vehicle is stored in the designated storage area. A monthly fee will apply.
2. No commerce or business is allowed to be conducted on the storage space.
3. Residents are allowed to perform minor repairs to their boats, trailers, RVs, and/or campers in the storage space.
4. Portable storage boxes, which can be removed in case of severe weather, are allowed in the back of the space to store smaller items such as tarps, tools, etc.
5. Based on the capacity of the storage space and the items stored, up to two boats, trailers, RVs, or campers or a combination thereof may be stored. All items must fit

- within the boundaries of the storage area.
6. All stored items, including storage boxes, must be tied down or removed during a hurricane or an emergent disaster.

## **VI. PETS**

- A. Pets are allowed in the Park based on the following criteria:
1. The only allowed pets are small domestic animals such as dogs, cats and birds. Neither agricultural, wild animals, nor exotic creatures such as iguanas, snakes, etc. are permitted at Tropical Isles Co-Op, Inc.
  2. The maximum number of approved pets allowed at each home site is two (2).
  3. Pets shall not exceed twenty-five (25) pounds each, this includes pets of Registered Guests.
  4. Residents must control their pets, and no animal is allowed to run free.
  5. A pet fee as per the then Schedule of Special Use Fees is paid.
- B. All pets must be registered with Park Management on a yearly basis no later than January 31st.
- C. Pets must be housed in the mobile home at all times.
- D. Pets may not be outside the home unless they are on a leash no longer than six (6) feet and accompanied by the resident at all times. The leash must be held by the owner at all times. Animal Control Statutes in St. Lucie County define a leash as a restraint no longer than 6 feet in length.
- E. No pets are permitted on any other Resident's Unit without expressed approval of that Resident.
- F. Pets may be walked on roads and Common Areas throughout the Park. In extremely hot temperatures, pets may be walked on the grass near the road to avoid burning their paws. Areas other than the pet owners' unit are not to be used for toileting the pet.
- G. When walking pets in the dark, carry a lit flashlight.
- H. Pets are never allowed in the recreational and pool areas.
- I. No pet houses, runways or enclosures are permitted on home sites.
- J. The pet owner will make certain to keep pet litter removed. The pet owner is responsible for cleaning up after a pet at all times, and in all places where the pet is walked. Litter may not be tossed down storm drains or in trash cans in common areas. The Animal Control Statutes of St. Lucie County require the removal of all excreta deposited by any animal by the owner of the animal.
- K. All dogs in the park must be DNA tested witnessed by office management. Initial DNA testing is included in the monthly pet fee. If dog fecal matter is found anywhere in the park it will be tested and the owner of the dog will be charged as per the then Schedule of Special Use Fees.
- L. Should a pet become a noise nuisance, (defined in the St. Lucie County Animal Control Statutes as repetitive barks, whines, howls, chirps, caws or whistles for a period of five (5) minutes or more so as to disturb adjacent residents), or threatening, the owner must take corrective action immediately. If a valid complaint is made to Management, the Resident will receive a warning. If a second valid complaint is made to Management concerning the same pet, the Resident, if directed by the Board of Directors, will be required to permanently remove the pet from the community. If a pet harms anyone it must be permanently removed from the park.
- M. Pets of visitors and Guests are under the same rules as pets of Residents. Residents will be held responsible for any violation by their Guests.
- N. All pets are to be governed by local (St. Lucie County), state and federal laws.
- O. Pet food must be used and stored indoors. No pet food is allowed outdoors.

## **VII. WILDLIFE**

- A. Park Wildlife must not be approached or fed. This includes, but is not limited to cranes, ducks, herons, rabbits, squirrels, turtles, fish and raccoons. The state of Florida discourages feeding of all wildlife. It is illegal to feed sandhill cranes, bears, foxes, raccoons, alligators and any endangered species.
- B. Stray or dangerous animals (poisonous snakes, alligators etc.) should be reported to the Office Manager and/or Animal Control immediately for removal.

## **VIII. VEHICLES, TRAFFIC AND TRAILERS**

- A. Speed limit for all vehicles is fifteen (15) miles per hour.
  - B. Residents walking when it is dark must carry a lit flashlight, so drivers can see them.
  - C. Residents and their Registered Guests must park in the Residents driveway unless written permission is given by another Resident and the Resident giving permission notifies Management.
- Residents or their Registered Guests shall not park their vehicle or golf cart on the grass **anytime** or on the street overnight. Repeat violations for overnight parking on the street will be towed at the owner's expense.
- D. Vehicles of Registered Guests visiting overnight must have a visitor permit on the dashboard. Permits can be obtained from Management.
  - E. Registered Guests with campers, travel trailers or RVs are prohibited from parking on the street or in Unit carports or driveways.
  - F. No one, at any time, shall be permitted to sleep in the Community overnight in a camper, travel trailer or RV even though said unit may be self-contained. This rule with the approval of Management can be waived in the event of disaster such as a hurricane or fire.
  - G. No commercial type vehicle including trailers may be parked within the Community overnight, except in the rented storage spaces.
  - H. Major repairing of cars, outboard motors, or any similar disturbing activity is not permitted on a Unit, the streets or any common areas in the Community.
  - I. Golf Carts
    - 1. All golf carts must be registered with Management and insured. Proof of insurance must be given to Management yearly before January 31st. Upon registration a tag will be provided.
    - 2. Drivers must be 16 years of age or older.
    - 3. Driving rules for automobiles apply to golf carts.
    - 4. All Golf Carts used after dark must have lights.
    - 5. Do not park or drive Golf Carts on lawns.
  - J. Overnight parking of any Resident owned recreational vehicle shall be permitted for a period of twenty-four (24) consecutive hours including only one night. A dated permit with a start and finish time must be obtained from the Office Manager prior to overnight parking. The permit must be displayed on a clearly visible location on the vehicle. Two triangular reflectors are *to* be placed on the roadside; one near the front of the vehicle, one near the rear of the vehicle. Non-compliance of this rule will result in denial of any further permits and a fee as per the schedule of special use fees.
  - K. Loud motorcycles and car mufflers are not permitted in the park. (St. Lucie County Noise Control 1-13.8-18 Supp. No. 19, page 731 [over 55 decibels].

## **IX. REFUSE**

- A. Place trash at street (not in street) prior to 8:00 A.M. on pick-up days. This includes lawn, shrub, and tree trimmings,
- B. Trash should not be placed at the street the night before pick-up day.
- C. Contractors are responsible for the removal from the Community of any debris from their work. Tropical Isles bins are not to be used for this refuse.
- D. No burning of trash, leaves, or any other material is permitted'
- E. Residents are not to dump any refuse of any kind in Common Areas of the Community.
- F. Recycle bins are available for persons who recycle. They are located off of Thames Bluff before the vehicle storage area.
- G. Residents are to inquire with Office Management regarding large item disposal.

## **X. CONDUCT**

- A. Loud noises, disorderly conduct, abusive, profane and/or threatening language, harassment of Residents or their Registered Guests, and annoying parties are not permitted in the Community. Residents and their Registered Guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its residents.
- B. No alcohol or drugs shall be sold in any building or recreation area that is the Co-Op's property.
- C. Respectful quiet time shall be observed between 10:00 P.M. and 8:00A.M.

## **XI. SELLING, SOLICITING AND SUBLETTING**

- A. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community. Notwithstanding, nothing herein prevents or infringes upon the right of the Resident from canvassing mobile home owners for the purposes described in Chapter 723 or Chapter 719, Florida Statutes.
- B. No signs are permitted on a Unit except a Mobile Home for sale of a size no larger than 12 inches by 18 inches. Mobile Home for sale signs of a professional quality, such as those used by realtors, may be placed on the lawn near the lamp post. These signs must be approved by Management. Other types of Mobile Home for sale signs must be placed in the Mobile Home window or if hurricane shutters are installed outside the shutter.
- C. General notices and articles for sale may be posted on the bulletin board provided for such purposes in the Clubhouse.
- D. Residents shall not allow any other person/s to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the unit without prior expressed written consent and approval of the Board of Directors.
- E. Residents selling mobile homes in the Community cannot guarantee the perspective buyer a Unit in the Community.
- F. Homeowners may sell their home without the services of Management. However, prior to offering the mobile home for sale, the Homeowner shall inform Management, in writing, that the mobile home is for sale and the price thereof. **Sales of Cooperative Parcels by Members are governed by the provisions contained in Section XVII.**

## **XII. RESPONSIBILITIES**

- A. The Co-Op is not responsible for loss or damage caused by accidents, fire, theft or act of God to any Mobile Home or personal property left by Residents or their Registered Guests within the

- Community boundaries. This includes supplies or equipment sent to the Clubhouse for private use by any Resident.
- B. The Co-Op is not liable for accident or injury to any person or property through the Residents or their Registered Guests use of recreational facilities and common areas. Residents and their Registered Guests use these facilities at their own risk. The Resident or their Registered Guest shall assume liability for such physical damage or personal injury caused by such case.
  - C. The Resident is responsible for damages caused by their family and/or their Guests.

### **XIII. RIGHT OF ENTRY BY MANAGEMENT**

- A. The Co-Op Management or their agent may enter the Unit Lot on which the Resident's mobile home is located to inspect and maintain utilities, to protect the Mobile Home Park and its Residents, and to maintain the Unit in accordance with the Co-Op Rules and Regulations when the Resident fails to do so.
- B. Entry may be made into a Resident's mobile home to prevent imminent danger to the Resident or the mobile home.
- C. Unless the mobile home owner's written consent is obtained, no entry may be made for any other reason.
- D. A mobile home owner may revoke in writing at any time any written consent authorizing the Co-Op Management entry into the mobile home.
- E. Except in the case of an emergency or when the delivery of prior notice is impracticable, no entry may occur without twenty-four (24) hours' notice to the Resident. Any entry, except in an emergency, by the Co-op Management or their agent must be made at a reasonable time and in a reasonable manner that does not unreasonably interfere with the mobile home owner's quiet enjoyment of the Unit.

### **XIV. COMPLIANCE AND DEFAULT**

- A. The Co-Op reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and of the Declaration, against any Member or Tenant, for disregard or violation of Community Rules and Regulations, and further reserves the right, pursuant to Chapter 723, Florida Statutes, to terminate the tenancy of any Homeowner or Tenant for disregard or violation of Community Rules and Regulations.
- B. The Co-Op reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and of the Declaration against any Member, or terminate the tenancy of any Tenant, upon conviction of said Member or Tenant of a violation of 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. The Co-Op reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and of the Declaration against any member, or terminate the tenancy of any Tenant, upon determination by the Co-Op that the Member or Tenant misstated any information on any application or entry forms required by the Co-Op prior to admittance as a Tenant of the Community or a Member of the Co-Op.

### **XV. VACATING OF PREMISES: Removal of Motor Home from Unit**

- A. Residents of Tropical Isles may, on occasion, wish to remove their manufactured (mobile) homes from the property of Tropical Isles Co-Op Inc. The term "remove" in this policy includes

- demolition of the home as well as any form of haul out or relocation of the home.
- B. In such cases Tropical Isles Co-Op Inc. reserves a "Right of First Refusal" to purchase the mobile home at a fair market price not less than the amount of a valid offer. The Co-Op may exercise or not exercise this Right of First Refusal solely at its discretion.
- C. The following is applicable to all instances where the mobile home is located on a lot owned by Tropical Isles Co-Op Inc., said lot being leased on an annual basis to the lessee for use as a mobile home site. The lessee must comply with the following requirements:
1. The lessee wishing to remove their manufactured home must comply with the terms of their lease agreement, the period of which corresponds to the calendar year. Accordingly, the lessee will be responsible for the full amount of the Total Lot Rental Amount until December 31<sup>st</sup> of the year in which the mobile home, including all attached structures, improvements and contents thereof (the "Mobile Home") is removed and the lot and ground thereof is restored back to marketable condition (the "Restoration"), all as approved by Tropical Isles Co-Op, Inc.
  2. In order to remove the Mobile Home, the lessee is required to employ a Home Removal Contractor that is approved in writing by Management. No less than fifteen (15) days prior to the commencement of any removal work, the Home Removal Contractor must provide the following documents to the Co-Op office and obtain written permission from management to access the site:
    - a. Certificate of Liability Insurance in the minimum amount of two (2) million dollars, showing Tropical Isles Co-Op, Inc. and Tropical Isles Utilities Corporation as beneficiaries.
    - b. Certificate of Workers Compensation Insurance or approved Waiver of Workers Compensation Insurance.
    - c. Bonding Certificate
    - d. Copy of Contractor's Operating License issued by the State of Florida and Occupation License issued by St. Lucie County.
    - e. Contract signed by owner of the Mobile Home for the removal of the Mobile Home.
    - f. Utility Disconnect Permit.
    - g. County Removal Permit.
  3. Restoration of the lot to marketable condition includes:
    - a. Removal of all driveways, pavement, and landscaping excluding trees to be identified by the Co-Op.
    - b. Restoration of lot to marketable condition, including sod installation.
- D. In the event that any work remains outstanding or any damages are caused to any *part* of the community, the lessee will be held responsible for all costs, fees and charges deemed necessary by Tropical Isles Co- op, Inc. to properly remedy the situation. This responsibility cannot be transferred to the Home Removal Contractor.
- E. The Board of Directors shall have full authority by majority vote, at a duly noticed Board of Directors Meeting, to change or modify the language of this Section, as deemed necessary, at the sole discretion of the Board of Directors, so long as any such change or modification is less restrictive than that set forth above. Copies of such change or modification shall be posted on the Park Bulletin Board and distributed to Residents by being included in the Community News Letter.

## **XVI. SELLING AND PURCHASING OF COOPERATIVE PARCEL OR MOVING**

### **A. Sales of new (previously unissued) Membership Certificates by the Co-Op.**

1. This rule is applicable only to Members or Prospective Members of Tropical Isles Co-Op, Inc.
2. All sales of previously issued Membership Certificates and appurtenant Proprietary Lease on Units in the Park shall require the consent of the Directors, which consent may be evidenced by either a resolution of the Directors or by consent in writing by a majority of the Directors or by the President or other officer authorized by the Board of Directors.
3. The Co-Op shall not transfer or complete the transfer of the sale of a Membership Certificate or any interest therein, and no such sale, purchase or transfer shall take effect for any other purpose, until:
  - a. A Purchase Agreement shall have been delivered to the Co- op, in a form approved by the Co-Op, executed by the perspective Member ("Purchaser") and the Co-Op ("Seller") which Purchase Agreement shall set forth the terms and conditions of the purchase together with disclosure of qualifications, recordation, mortgage terms, if any, disclosure of condition of title and provisions for proration, closing costs and statutory requirements. Said Purchase Agreement shall be executed and acknowledged by the Purchaser who shall meet the membership requirements required under this Proprietary Lease Agreement, the Bylaws and the Rules and Regulations, and who shall assume and agree to be bound by all the covenants and conditions of the Tropical Isles Master Form Proprietary Lease, to be performed and complied with by Member on and after the effective date of said sale, purchase or transfer. The closing of the sale and purchase of the Membership Certificate and remaining term of the 99-year Proprietary Lease shall be conducted by the Co-Op's attorney as closing agent and pursuant to the terms of the Purchase Agreement. At said closing all taxes and assessments, insurance and other appropriate expenses, shall be prorated as of the date of closing and Purchaser shall pay to Seller's attorney the fees and costs in connection with the preparation of the closing documents and the conduct of the closing, the cost of the title commitment and owner's leasehold title insurance policy, Seller's administration and transfer fees, the cost of recording the Memorandum of Proprietary Lease, the required state documentary stamps, intangible taxes, if any, and all other required state and local taxes, fees and other costs and charges related to the closing, if any.
  - b. A Memorandum of Proprietary Lease in a form approved by the Co-Op has been executed and acknowledged by the president of the Co-Op or a duly authorized officer of the Co-Op.
  - c. The subject Membership Certificate of the Co-Op shall have been transferred to the Purchaser with proper transfer taxes paid and stamps affixed, if any.
4. At the option of the Co-Op, the Directors may approve and impose certain transfer and other fees or charges, as provided in Chapter 719, Florida Statutes, (the Cooperative Act), and specifically, without limitation, Section 719.106(1)(i) Transfer Fee; Section 719.104(2)(d) Information/Response Fee; Section 719.108(6) Assessment/Estoppel Fee, provided such fees do not exceed the sums allowed by Chapter 719, Florida Statutes, as amended or its successor Statutes.



5. Sales other than individual purchasers or trusts of individual purchasers (natural persons) are expressly prohibited, unless written consent therefore is first obtained from the Board of Directors. If the purchaser of a Membership Certificate and Proprietary Lease is a corporation, partnership, LLC or other similar entity, the Board of Directors' approval may be conditioned upon approval of said entity and the occupants of the Unit. The Directors' consent thereto may be withheld without limitation or explanation.

B. Sale or Assignment of Member's Proprietary Lease Membership Certificate (RESALE)

1. This rule is applicable only to Members or Prospective Members of Tropical Isles Co-Op.
2. All resales of previously issued Membership Certificates and appurtenant Proprietary Lease on Units in the Park shall require the consent of the Board of Directors, which consent may be evidenced by either a resolution of the Board of Directors or by consent in writing by a majority of the Board of Directors or by the President or other officer authorized by the Board of Directors.
3. Sale or Assignment. Member shall not sell or assign or transfer his Proprietary Lease and the appurtenant Membership Certificate or any interest therein, and no such sale or assignment or transfer shall take effect as against the Co-Op for any purpose, until:
  - a. An Agreement for Assignment, in a form approved by the Co-Op, executed by the Member ("Assignor") and the Purchaser ("Assignee"), which agreement shall set forth the terms and conditions of the assignment, together with disclosure of qualifications, deposits, recordation, prorations and closing costs. Said Agreement for Assignment shall be executed and acknowledged by the Assignor and Assignee, which Assignee shall meet the membership requirements required under the Master Form Proprietary Lease, the Bylaws and the Rules and Regulations, and who shall assume and agree to be bound by all of the covenants and conditions of this Agreement to be performed and complied with by Member on and after the effective date of said Assignment and transfer. The Closing of the Assignment of the Membership Certificate and Proprietary Lease shall be conducted by the Co-Op's attorney as closing agent and pursuant to the terms of the Agreement for Assignment. At said closing, all taxes and assessments, insurance and other appropriate expenses, shall be prorated as of the date of closing. The Assignor and Assignee, in accordance with the terms of the Agreement for Assignment, shall pay to the Co- op's attorney the fees and costs in connection with the preparation of the closing documents and the conduct of the closing, the cost of the title commitment and owner's leasehold title insurance policy, the Co-Op's administrative and transfer fees, the cost of recording the Assignment, the required state documentary stamps, intangible taxes, if any, and all other required state and local taxes, fees and other costs and charges related to the closing, if any.
  - b. An instrument of assignment ("Assignment") in a form approved by the Co-Op, executed and acknowledged by the Member (Assignor), shall be delivered to the Co-Op or Co- op's attorney; and
  - c. An agreement, in a form approved by the Co-Op, executed and acknowledged by the Assignee, who shall meet the Membership requirements under the Proprietary Lease, the Bylaws and the Rules and Regulations, and who assumes and agrees to be bound by all the covenants and conditions of the Co-Op's Proprietary Lease to be performed or complied with by Member on and after the effective date of said assignment, shall have

been delivered to the Co-Op or Co-Op's attorney; or, at the request of the Co-Op, the Assignee shall have surrendered the assigned Proprietary Lease and entered into a new Proprietary Lease in the same form for the remainder of the term, in which case the Member's Proprietary Lease shall be deemed canceled as of the effective date of said assignment; and

- d. The Membership Certificate of the Co-Op to which the Proprietary Lease is appurtenant shall have been transferred to the assignee, with proper transfer taxes paid and stamps affixed, if any.
4. At the option of the Co-Op, the Board of Directors may approve and impose certain transfer and other fees and charges, as provided in Chapter 719, Florida Statutes, (the Cooperative Act), and specifically without limitation, Section 719.106(1)(i) Transfer Fee; Section 719.104(2)(d) Information/Response Fee; Section 719.108(6) Assessment/Estoppel Fee, provided such fees do not exceed the sums allowed by Chapter 719, Florida Statutes, as amended or its successor Statute.
5. Except in the case of an assignment, transfer or bequest of the Membership Certificate and this Proprietary Lease to Member's Spouse or adult siblings or parents and, except as otherwise provided in this Proprietary Lease, consent to such assignment shall have been authorized by resolution of the Board of Directors, given in writing by a majority of the Board of Directors or given by the President of the Co-Op with authorization from the Board of Directors.
6. Sales and assignments to assignees other than individual assignees or trusts of individual assignees (natural persons) are expressly prohibited, unless, written consent therefore is first obtained from the Board of Directors. If the lessee or assignee of a Membership Certificate and Proprietary Lease is a corporation, partnership, LLC or other similar entity, the Board of Directors' approval may be conditioned upon approval of said entity and the occupants of the Unit. The Board of Directors' consent thereto may be withheld without limitation or explanation.

## **XVII. FINES**

- A. This rule is applicable only to Members of Tropical Isles Co-Op, Inc.
- B. The Co-Op Board of Directors may levy reasonable fines against a Unit owner for failure of the Unit owner or his or her licensee or invitee or the Unit's occupant to comply with any provision of the cooperative documents or reasonable rules of the association. No fine shall become a lien against a Unit. No fine shall exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit owner and, if applicable, his or her licensee or invitee. The hearing shall be held before a committee of other Unit owners. If the committee does not agree with the fine, it shall not be levied. This subsection does not apply to unoccupied Units.

## **XVIII. RULE VIOLATION AND ENFORCEMENT**

- A. The Co-Op Board has adopted these Rules and Regulations. The Co-Op Board may alter, amend or repeal such Rules and Regulations and adopt new *Rules* and Regulations in accordance with Florida

law and its governing documents\_. All leases, proprietary or otherwise, shall be in all respects subject to such Rules and Regulations. It is important that all Residents understand that these Rules and Regulations apply to them and that each Resident is responsible for ensuring their Guest's compliance. The Co-Op shall not be liable or responsible to a Shareholder, Homeowner, Resident or other person for the non-observance or violation of the Rules and Regulations by any other Shareholder, Homeowner, Resident or person.

B. Management is responsible for the enforcement and resolution of violations of these Rules and Regulations. Every effort will be made to resolve such violations amicably and promptly. Management will then enforce the procedures set forth in the applicable Florida Statutes. The Florida Statutes and enforcement procedures are available at the Management office during regular business hours.

C. Eviction and Default

1. Homeowner Eviction

Any violation of these Rules and Regulations, the Prospectus, the Lot Rental Agreement or Chapter 723, Florida Statutes, shall at the option of the Co-Op's Board, be grounds to terminate the Lot Rental Agreement. The Homeowner, a Tenant or Renter, and any occupant of the mobile home, together with the Homeowner's mobile home and all appurtenances, shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes.

2. Shareholder Default

Any violation or breach of these Rules and Regulations shall be a default under the Master Form Proprietary Lease. Such default shall, pursuant to Section 33 through 36 of the Master Form Proprietary Lease at the option of the Co-Op Board, be grounds to terminate the Proprietary Lease and require the removal from the *property* of all persons and property including the mobile home and all appurtenances

D. Waiver

1. No waiver of any violation or default by Resident shall be implied from an omission by the Co-Op to take any action with respect to the violation or default if such violation or default persists or is repeated. No express waiver shall affect any violation or default, other than that specified in the express waiver, and that only for the times and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lot rental Agreement or Master Form Proprietary Lease by the *Co-Op* shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent of the Co-Op to any act by Resident requiring Co-Op's consent shall not be deemed to waive or render unnecessary the Co-Op's consent to any subsequent similar act by Resident. The rights and remedies of the Co-Op contained herein are cumulative and shall be in addition to those prescribed by law.
2. Special Exceptions. The Co-Op Board reserves the exclusive unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of the Co-Op Board, special circumstances warrant the granting of special exceptions or waiver, of a particular provision as it applies to a particular Resident or Residents; so long as each exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Park.

It is the obligation of each Resident to read and abide by the Rules and Regulations of TROPICAL ISLES CO-OP, INC.

TROPICAL ISLES CO-OP, INC.

By:

James Culver  
~~Harvey Sofen, President of the Board of Directors~~  
James Culver, Vice President

The Undersigned Secretary of Tropical Isles Co-op Inc., hereby attests that the above Rules and Regulations of the Co-op were duly adopted by the Board of Directors on 2/4/2015.

By:

Pat Cimino  
Pat Cimino, Secretary of the Board of Directors