



**COLONIAL VILLAGE INC**  
**COLONIAL VILLAGE MOBILE HOME PARK**  
A Resident Owned Fifty-Five plus Community

2000 East Bay Drive  
Largo, Florida, 33771

**RULES AND REGULATIONS**

**REVISED: NOVEMBER 2016**

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## **DEFINITIONS**

- A. "Assessment" or "Maintenance Fee" means a share of the funds required for the payment of common expenses, which is assessed against the unit owner.
- B. "Association" means Colonial Village, Inc., a corporation that owns the record interest in the Cooperative property, or a leasehold of the property of a Cooperative and that is responsible for the operation of the Cooperative.
- C. "Board of Directors" means the board of directors of Colonial Village, Inc. responsible for administration of the Association.
- D. "Cooperative" or "Corporation" means Colonial Village, Inc., a Florida for-profit corporation, the owner of Colonial Village and landlord to Members.
- E. "Guest" is defined as a person whose stay at the request of a Resident does not exceed thirty (30) days total per year, unless such person has written permission by the Board.
- F. "Management" means Board of Directors.
- G. "Member" or "Shareholder" means the person or persons entitled to membership in the Corporation as provided for in the Articles of Incorporation and these Bylaws, and who have purchased a Membership Certificate.
- H. "Membership Certificate" means and refers to the certificate issued to each Member evidencing membership in the Corporation.
- I. "Colonial Village" means COLONIAL VILLAGE INC.
- J. "Resident" means a Shareholder or Occupant who has been approved by the Board as a Registered resident to occupy a dwelling unit in Colonial Village.
- K. "Unit/lot" means a part of the cooperative property which is subject to exclusive use and possession by a resident.
- L. "Unit Owner" means the person holding a share in the cooperative association and a lease that is granted by the association as the owner of the cooperative property.

**COLONIAL VILLAGE, INC.**  
**COLONIAL VILLAGE MOBILE HOME – (COMMUNITY)**  
A Resident Owned Fifty-Five Plus Community

**RULES AND REGULATIONS**

Approved by the Board of Directors on November 2016

Welcome to Colonial Village Mobile Home Park (hereinafter referred to as "Colonial Village"), a Resident owned and operated Fifty-Five Plus Community. Colonial Village is owned and operated by Colonial Village, Inc., a Florida corporation consisting of members who have purchased Cooperative Units in Colonial Village.

Shareholders are those people whose names appear in legal documents such as an occupancy agreement. They are board approved purchasers of property and a shareholder of the Corporation. Residents are owners and non-owners (**who must be board approved**) living in units year-round, seasonal or part-time basis. These names are kept on the Park's database which is continuously updated to reflect the current population.

The number of registered residents living in a unit is limited to two, the figure on which the maintenance is based. Exceptions to this figure may only be made with the consent of the Board of Directors. (Section 3:H).

**1. RULES AND REGULATIONS**

- A. These Rules and Regulations (hereinafter referred to as "Rules") have been established by the Board of Directors of Colonial Village, Inc. The purpose of these Rules is to ensure that your residency is pleasant, safe and enjoyable. Many of the Rules are based on requirements of Florida Laws and the remainder written to assist in the protection of your safety, of your property, and your privacy. The Board of Directors may alter, amend or repeal such Rules and adopt new Rules as they deem appropriate.
- B. Consideration and courtesy to others plus your cooperation in maintaining an attractive home will help sustain the high standards of Colonial Village.
- C. Pursuant to Chapter 719 Florida Statutes the Board of Directors of this Community reserves the right to terminate the occupancy of any Unit resident for disregard of these Rules and Regulations.  
**PLEASE READ THEM CAREFULLY.**

**2. MEMBERSHIP IN THE COOPERATIVE**

**Housing for Older Persons.**

Colonial Village is intended and operated for occupancy by persons fifty-five (55) years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Occupancy of a dwelling Unit on a cooperative parcel shall not be permitted unless at least one person in such dwelling Unit shall be fifty-five (55) years of age or older; provided however, all other occupants (excluding under age guests as defined herein below) of the dwelling Unit must be at least forty-five (45) years of age. In the event that all of the occupants of a dwelling Unit who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the dwelling Unit, then the Corporation's Board of Directors is hereby granted the right to terminate the occupancy of the dwelling Unit by all persons under

fifty-five (55) years of age, if continued occupancy would result in less than eighty (80) percent of the dwelling units in Colonial Village being occupied by at least one person fifty-five (55) years of age or older. The Cooperative reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of the Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

### **3. SHAREHOLDER MEMBERSHIP AND/OR RESIDENCY REQUIREMENTS**

- A. Prior to purchasing a unit or moving a new home into Colonial Village, all prospective Residents must complete an application for residency, which shall include a background and credit check. The majority of the Board of Directors must approve or reject applications for purchase of membership in the Cooperative. All applicants for Cooperative membership or occupancy must be considered compatible with the community in order to be approved for admittance and must meet certain financial criteria as established by the Board of Directors. Colonial Village reserves the right to refuse residency to anyone, including but not limited to persons who purchases or otherwise receives title to a manufactured home or ownership of a membership share who have not already been approved for ownership and/or occupancy by the Board of Directors.
- B. At the time of application for initial occupancy, or upon demand of the Board of Directors, all prospective Residents and all existing Residents shall be required to produce for inspection and copying one of the following age verification documentation: driver's license; birth certificate with photograph identification; passport; immigration card; other valid local, state, national or international documents.
- C. The Board of Directors may authorize, after receipt of sufficient documentation, occupancy on a temporary basis of a dwelling by a bona fide caregiver under the age of (45) forty-five who is engaged to provide in-home care, and live in that home, for a cooperative Unit owner or other approved Resident who lives in the dwelling Unit, but who is no longer able to function independently in the dwelling Unit. The Cooperative reserves the right to require written confirmation from a licensed physician of the need for such home health care services.
- D. The Board of Directors may authorize a person under the age of (45) forty-five occupancy of a dwelling if sufficient documentation is provided to show that the person has a physical or mental impairment which substantially limits one or more of such person's major life activities, and therefore is solely dependent on the Unit owner who lives in the dwelling unit for care and support
- E. The Board of Directors reserves the right to require an application fee from each applicant not to exceed the greater of \$100.00 or the maximum cost allowed under 719.106(1)(i), Florida Statutes, to defray any cost connected with the screening process. The failure of any prospective shareholder or occupant to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership.
- F. Upon approval, the purchaser will receive a copy of the Articles of Incorporation, the By Laws and the Rules and Regulations and will have a meeting with two Board of Directors to review the Rules and Regulations and By Laws and sign required documents. Any additional copies requested can be obtained at the prevailing office charge. Occupants/Conditional Residents approved for residence will need to meet with two (2) members of the Board of Directors to review the Rules and Regulations and sign a receipt for said Rules and Regulations agreeing to abide by said Rules and Regulations and any amendment thereto and confirming their status as an "Occupant/Conditional Resident."

- G. The Board of Directors specifically reserves the right to terminate the occupancy of any resident upon determination by the Board of Directors that the prospective resident misstated or misrepresented any information on any application or entry forms required by the Cooperative prior to admittance as a Resident of Colonial Village and a Member of the Cooperative.
- H. A maximum of two (2) Residents shall be allowed per home. Maintenance fees are calculated on the basis of two (2) persons. There will be an extra charge, as determined by the Board for each additional Resident, with the prior written consent of the Board of Directors.
- I. Those who inherit the unit and share (whether or not they are already on the Occupancy agreement) must fill out an application for residency if they intend to occupy it on a permanent, seasonal or part-time basis. Individuals named on the occupancy agreement but not yet approved as a Resident are regarded as "Guests" and may not occupy the unit for more than thirty (30) days in any one calendar year without prior written consent of the Board of Directors whose consent may be conditional in nature.
- J. Residents must provide Colonial Village with two (2) photocopies of their mobile home's certificate of title or other evidence of ownership which shall be kept on file at all times, and shall reflect the same name as is listed on the Stock Share and the Memorandum/Assignment of Occupancy Agreement. Single wide units require one title and double wide units require two titles.
- K. Between January 1st and March 31st of each year, all existing Residents shall be required to provide the names and ages of all current occupants of the Unit to the Association. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations.
- L. All residents must supply the Board with at least two (2) emergency addresses and phone numbers of next of kin or friends to enable the Board to alert the appropriate party upon the occurrence of an emergency. It is the responsibility of the Resident to keep those current at all times.

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

All assessments (maintenance fees) are payable monthly and due on the 1<sup>st</sup> of the month, and are considered late if paid after the fifth (5<sup>th</sup>) day of the month. Payments made after the fifth (5<sup>th</sup>) day of the month shall bear interest at eighteen percent (18%) per annum from the date due until paid. Also the Cooperative has the right to charge a late fee. If a check is returned by a financial institution, for any reason, bank charges will be incurred.

#### **5. GUESTS**

- A. All persons who are not registered with the office as approved Residents and who are transient occupants of a mobile home at the invitation of an approved Resident are defined as "Guests". All guests who intend to stay more than 24 hours must be registered with the office by completing the appropriate form. A Guest is a person whose stay does not exceed thirty (30) total days per calendar year, unless the Board of Directors approves, in writing, a longer period. If approved in writing by the Board of Directors for the Guest to stay a longer period, a monthly fee per Guest, as set by the Board will be charged to the Resident. Resident must furnish the vehicle tag number of such Guest(s) at time of registration. Guests are the entire responsibility of their Resident host and must comply with the Rules and Regulations.

- B. Only members of the immediate family may occupy a unit in the absence of the unit owner. Immediate family is defined as parents, brothers, sisters, children, grandchildren, nieces, nephews and any other persons related by lineal consanguinity. In the event of the owners' absence, such owner must notify the office at least ten (10) days in advance as to their Guests arrival, length of stay and the names of such immediate family members.
- C. The Board of Directors reserves the right to eject any Guest or visitor who violates a federal or state law, or local ordinance, deemed detrimental to the health, safety, welfare and morale of other Residents of Colonial Village, or who violates any of these Rules and Regulations.
- D. It is the Residents' responsibility to ensure that all Guests under the age of sixteen (16) years of age are supervised by an adult when using the recreation facilities for their safety and welfare.

**6. HOME SITES**

- A. All outside additions or renovations must be approved by the Board of Directors in writing. This includes, but is not limited to, exterior painting, room additions, utility rooms or extensions, carports extensions, cement work or any major electrical or plumbing work. A sketch of the work planned must accompany the request. The Resident is responsible for complete plans or permits for anticipated alterations showing compliance with Community Standards, City of Largo Building and Zoning Codes (<http://www.largo.com>) and other restrictions of record.  
All work must be completed within (30) thirty days of date of written approval. All contractors shall register at Colonial Village Office.
- B. Mobile home sites are not transferable, except as described in these Rules and Regulations and the Master Occupancy Agreement.
- C. Home sites are for Residents only and are not allowed to be used for business. A business is identified as any commercial enterprise which has one or more of the following characteristics:
  - i. Is required to be licensed by local or state law.
  - ii. Requires traffic from outside the Community to enter for the purpose of dealing with said business.
  - iii. Requires any type of sign (except as permitted for the sale of the home) or advertising on the exterior of the home.
- D. Street numbers must be prominently displayed on the home. This is essential to help emergency services locate the proper party when an emergency arises. Each Resident is responsible for his own postmaster-approved mailbox. Your own lot number is part of your address. Be sure to include this on all your business accounts and personal correspondence. Colonial Village office is not responsible for your mail.
- E. The Unit Owner is responsible for the overall appearance of the home site. It shall be kept orderly, neat, clean and free of litter. All exterior holiday-related decorations and lights must be removed no later than (2) weeks after a holiday. Christmas decorations should be removed by the fifteenth (15<sup>th</sup>) of the following January. The Unit Owner is responsible for the appearance of the home site throughout the year, whether or not the Unit Owner occupies the mobile home for the entire year.
- F. All mobile homes must be kept in good repair. Broken windows, peeling paint, dirty exterior or a generally unsightly appearance of the mobile home or home site will constitute a violation of these Rules and Regulations. All homes, carports, or any other items placed on

a home site by a Resident must be maintained in a clean and orderly manner. The Association reserves the right to require repairs, repainting or other maintenance that is needed to comply with all applicable laws, ordinances and regulations of state, county, city or Colonial Village, which may be amended from time to time.

- G. The Unit Owner, upon receipt of the written notice sent by certified mail, will have thirty (30) days to complete the required repairs either by the Unit Owner or by contract services. If the repairs are not done within the thirty (30) day period, Colonial Village will have the repairs done and the Unit Owner shall be assessed the actual costs thereof.
- H. Management shall have the right, but not the obligation, of access to a Resident's manufactured home only to prevent imminent danger to the occupant or the home. Management shall have the right, but not the obligation, of entry onto the lot for the purpose of repair and replacement of utilities and the pruning and removal of trees, bushes or other vegetation as necessary.
- I. Cable television is optional. Satellite dishes less than thirty-nine (39) inches (one meter) in diameter and broadcast antennas are permitted as per FCC Statute. Before installing any antenna, seek permission from the Board.
- J. Each Resident is required to keep his lot and driveway free of debris. To avoid fire hazards and to promote safety, the space immediately under the home shall not be used for storage. Patios/carports may not be used for storage and storage on home sites is prohibited, unless prior written approval is received from the Association.
- K. No aluminum foil, wood, newspapers, cardboard or bedsheets are permitted on windows or doors. The only exception to this would be the use of wood needed or used to prepare for hurricanes. The wood must be removed within three (3) days after the storm warning is lifted, or the danger has passed.
- L. No fences of any kind, except those installed by Colonial Village, are allowed, unless otherwise approved in writing by the Board of Directors.
- M. Only furniture specifically designed for outside use is allowed outside the home. Clothes, beach towels, rugs, rags, should not be hung outside homes. Washers, dryers or clothes lines shall not be visible outside the home. Colonial Village provides coin-operated service plus a drying yard for the use of the Residents.
- N. No walking through or cutting through other Residents' lots. Trespassing is prohibited.
- O. Watering the lawn can be done by hand sprinkling using a shut-off valve per the City of Largo regulations. In-ground sprinkler systems are allowed. Only well water can be used for yard watering. Use of City water is not permitted. If excessive use of water is determined due to car washing, carport washing or lawn watering, the Resident will receive a notice of violation as determined by the Association. Watering restrictions may be in effect. Check with the *Colonial Village Office*
- P. Trees or shrubs should not be planted outside planter area. Fruit trees are prohibited in Colonial Village. Existing trees and shrubs now planted will be allowed to remain if proper care is provided. This includes trimming and disposal of fallen leaves and broken branches. If exposed roots hamper lawn mowing, such roots will be removed by the maintenance staff. The Cooperative will not be held responsible for any damage that might occur during the removal of the roots. Vegetable gardens are also prohibited in Colonial Village.

- Q. Residents are urged to plant flowers and shrubs that enhance the beauty of Colonial Village. Please do not overplant. Shrubs, bushes and plantings must not interfere with the cutting of the grass. All shrubs, bushes and plantings added to the lot shall become the property of Colonial Village. Shrubs, bushes and plantings shall not be more than six (6) feet in height. For all existing shrubs bushes and plantings that exceed six (6) feet in height or six (6) inches beyond the planter, they shall be trimmed as close as possible to meet these requirements.
- R. Planters shall not exceed 30" in width and foliage not to exceed 6" beyond the planter. Written approval from Management is required to extend an existing planter to thirty (30) inches in width. Each Resident is required to keep his planter weeded and trimmed. Decorator stone must be contained in planters.
- S. Residents are responsible for shrubbery care and weeding all planters and gravel areas on their lot. Lawn ornaments must be confined to planters so they do not impede grass cutting.
- T. Residents leaving Colonial Village for extended periods of time must make arrangements to have bushes trimmed, planters, gravel/stones, and flowerbeds weeded. Colonial Village Office must be notified in writing as to the person watching over the home, if applicable, and who is performing the yard work. If the yard work is not completed after the appropriate notice is sent out, Management reserves the right to have work completed and charge the Resident an hourly service fee with a one (1) hour minimum for each time work is completed by Management or contracted person
- U. Before leaving, Resident must notify Colonial Village Office in writing the date of their return, where they could be reached in an emergency, and the name of the person responsible for the care of the planters and property.
- V. Skirting: The entire manufactured home, including decks and porches, must be skirted using standard skirting of white brick blocking, unless otherwise approved in writing by Management. Skirting must provide ready access for under home utilities repair and inspection. Colonial Village is not responsible for damage to vinyl siding resulting from normal grounds maintenance.

## 7. **UTILITIES**

- A. **Utility repairs:** Electrical, gas, water, or sewer repairs required outside the manufactured home, must be reported to Colonial Village Management. The Cooperative will not be held responsible for any cost or damage incurred when Residents make repairs. Residents should ensure that their water heater is equipped with a relief valve and a back-flow valve. The Cooperative is not responsible for damage done to water heaters caused by lack of water pressure. All work must be done by licensed contractors.
- B. Any changes to utility facilities required by a Unit Owner shall be at the Unit Owner's expense. All utility connections must comply with governmental requirements.
- C. Colonial Village's supplier of electricity will provide service to the unit's meters and is responsible for any needed repairs up to and including them. Repairs and/or modifications to the electrical system from the meter to and in an individual unit are the responsibility of the Unit Owner. Such work should be done by a licensed electrical contractor and is the financial responsibility of the owner. Colonial Village is responsible for the electrical meter pedestal enclosure and its support.

- D. The unit owner is responsible for the repair of city and well water lines existing under the unit perimeter. Colonial Village is responsible for the repair of these service lines between the unit and the valve pits.
- E. The unit owner is responsible for the repair of waste lines under the unit. Colonial Village is responsible for the repair of these service lines from the unit to the manhole.

## **8. CONDUCT**

- A. Any and all acts which endanger the life, health, safety, property or peaceful enjoyment of Colonial Village or its occupants will not be permitted and are violations of the Rules of Colonial Village.
- B. Residents must conduct themselves in a manner that does not either unreasonably disturb their neighbors or constitute a breach of peace and are responsible for the actions of persons on the premises with their consent. Disorderly conduct, intoxication and profane language will not be tolerated in and around common areas in Colonial Village.
- C. The use of firearms, including BB guns, bows and arrows, slingshots, etc., are prohibited. Fireworks are prohibited anywhere in Colonial Village.
- D. All Residents must wear shirts or cover-ups at all times except within their own unit area.
- E. Failure to comply with the provisions of the Articles of Incorporation, Bylaws, and Master Form Occupancy Agreement is also a violation of these Rules and Regulations and is cumulative grounds for fines and termination of occupancy.

## **9. FINES**

- A. The Association may levy reasonable fines against a Unit Owner for failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the declaration, the Association Bylaws, Cooperative Documents or rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing with Colonial Village Resolution Committee, provided that no such fine shall in the aggregate exceed \$1,000.00. Nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee, pursuant to Chapter 719.303 (3), Florida Statute. The hearing shall be held before a committee of other Unit Owners. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
  - i. a statement of the date, time and place of the hearing;
  - ii. a statement of the provision of lease, Association bylaw, or rule which has allegedly been violated; and
  - iii. a short and plain statement of the matters asserted by the Association.
- B. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. If the committee does not agree with the fine, it shall not be levied. The foregoing does not apply to unoccupied units.

## **10. RESPONSIBILITIES AND LIABILITY**

- A. The Cooperative is not responsible for loss or damage caused by accident, flood, fire, act of God, injury, theft, act of war, windstorm, or other causes to any manufactured home or personal property of manufactured home owners or their family, guests or invitees.
- B. The Cooperative shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by mobile home owners, their families, guests or invitees, or any person who may be at any time using or occupying or visiting the Cooperative property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Resident or any occupant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing.
- C. Neighborhood disputes and personality conflicts are not within the jurisdiction or purview of the Cooperative. Please respect your neighbors, and treat your neighbors with the same courtesy as you would wish to be treated. The Cooperative will not mediate or arbitrate neighborhood disputes and will not take action on such matters unless based upon a violation of the governing documents and these Rules and Regulations of the Cooperative.

## **11. SOLICITING**

All selling, soliciting, peddling, or commercial enterprises within Colonial Village are prohibited with the exception that Colonial Village Residents have the right to canvas and solicit as allowed by law for the purpose of exercising their rights under Chapters 719 and 723, Florida Statutes, regarding distribution of material relevant to the membership of Colonial Village Association and functions of the Association.

## **12. NOISE**

- A. It is important that we respect our neighbor's privacy and property. Consideration for your neighbor(s) right to peaceful enjoyment should be observed at all times. Disturbing, loud and excessive noises from persons, radios, televisions, stereos, etc. where it constitutes a nuisance to neighboring Residents are not allowed at any time. While this may be subjective, a common sense fair play approach should be taken.
- B. The hours from 10:00 P.M. to 8:00 A.M. should be considered an especially quiet time. Please be considerate when entertaining.
- C. Lawn mowing or the use of electrical tools that produce noise may only be done between 8:00 A.M. through 8:00 PM Monday through Saturday.

## **13. PETS**

No pets, other than caged birds and fish belonging to a Resident or visiting Guest are allowed in Colonial Village.

### **EXCEPTIONS – Service Animals & “Emotional Therapeutic Support Animals”.**

Colonial Village recognizes that under the Federal & State Fair Housing Acts, Section 504, residents requesting a waiver of the Colonial Village NO PET policy must provide verification forms to be completed on an yearly basis by a Licensed Mental Health Professional (LMHP) Therapist, Psychologist, and Psychiatrist) or a Physician confirming the Resident's physical/emotional/psychiatric disability. If approved they must comply and adhere to all the Rules and Requirements of the corporation for housing such animals.

As may be required by law any approved Service or support animal specifically trained to aid and assist sight or hearing impaired, or other disabled resident or approved occupants, shall not be prohibited by Colonial Village from residing with the resident or approved occupant. However, the resident, or approved occupant, must make application and register said service or support animal, and show annual proof of licensing and required vaccinations and inoculations as set forth in the Rules. In addition, all Rules are applicable to service or support animals trained and certified to assist disabled and impaired residents and/or approved occupants.

A set of Rules will be provided by Colonial Village to any resident who requires a Service Animal or Emotional Therapeutic Support Animal. The Resident will be required to abide by all such Rules within Colonial Village.

#### **14. RECREATION AND OTHER FACILITIES**

- A. Clubhouse. It is available to Residents at all times for events and meetings. Scheduling is done by the Social Activities Committee and the Board of Directors. A schedule of events and meetings is maintained by the Social Activities Committee Chairman and is posted in the clubhouse and on the outside bulletin board. Special meetings and events must be approved by the Board of Directors and scheduled with the Social Activities Committee Chairman. Residents may hold private functions in the clubhouse if approved by the Social Activities Chairman and the Board of Directors. A set fee (established by the Board) will be charged for each private function. Residents using the clubhouse for private functions will be responsible for final cleanup and any damage that may occur. The use of the facility for private functions is for Residents of Colonial Village and their Guests only. It is the Resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities. The Clubhouse is **not** a designated storm shelter. Residents could seek shelter in buildings provided by local government and announced on local radio and television stations. These shelters can be changed from time to time. All Residents should acquaint themselves as to the "evacuation routes" posted on roads and on highways.
- B. Swimming Pool: The swimming pool is provided for the use of Residents and their Guests. Rules and Regulations pertaining to the pool are posted at poolside. It is the Residents' responsibility to ensure that all Guests under the age of sixteen (16) years of age are supervised by an adult when using the recreation facilities for their safety and welfare.
- C. Shuffleboard: A Court is provided by Colonial Village for the use of the Residents and their Guests. The Shuffleboard Club is responsible for the maintenance of the court and equipment. Rules and Regulations pertaining to the use of the court and equipment are posted on the shuffleboard equipment storage building.
- D. No alcoholic beverages are allowed in the Clubhouse except at Community approved social functions. No alcohol is permitted in the pool areas or in other common areas of the Community.
- E. Smoking is not permitted in the Clubhouse.
- F. Cooperation in keeping the Clubhouse, restrooms and other utility buildings clean and serviceable is required. The Cooperative requests that special attention be given to turning out lights and turning off water and shower faucets at the completion of use.
- G. The Cooperative shall not be responsible for loss or damage caused by accident, fire, theft or any other causes. The Cooperative shall not be liable for accident or injury to any person

or property through the Resident's use of the recreation facilities or equipment. The Residents and their Guests may avail themselves of these facilities at their own risk and assume liability for any physical damage or personal injury caused by such use.

- H. A coin-operated laundry is available and maintained for Colonial Village Residents and Guests only. Colonial Village is the owner of the equipment, but is not responsible for any damage to articles washed or dried in the laundry. The laundry room equipment, tubs and floors must be left clean after use. Failure of the equipment is to be reported to the maintenance manager or a member of the Building or Grounds Committee. Residents are not to attempt repairs at any time. Management reserves the right to change the hours of operation or close the laundry for maintenance as needed.
- I. All Rules and Regulations posted at the Clubhouse and other recreational areas shall be made a part of these Rules and Regulations as if written herein.

#### **15. TRAFFIC AND VEHICLES**

- A. Streets are Fire Lanes and sufficient clearance for ALL vehicles MUST be maintained at ALL times. Residents shall keep their vehicles, including golf carts, scooters, and bicycles parked in their carports. No parking is permitted on the streets between 11:00 P.M. and 7:00 A.M. Vehicles parked on the street during these hours may be towed at the owner's expense. No Parking is allowed on vacant lots, sidewalks, lawns, or blocking a Resident's driveway. Overnight Parking is not allowed in common areas without Management permission. Guest overnight parking is allowed around the Clubhouse with appropriate permit obtained from Colonial Village Office.
- B. The speed limit in Colonial is fifteen (15) M.P.H. for all vehicles. Pedestrians have the right-of-way. After dark, all golf carts, scooters, and bicycles must have lights and have them turned on in the front and rear.
- C. Operators of all motorized vehicles within the Community must have a valid driver's license. Golf carts can only be operated by persons sixteen (16) years of age or older, and proof of a valid driver's license must be on the person while operating the golf cart. The golf cart must be driven on roadways and not on common area walkways.
- D. Gasoline powered motorcycles and mini-bikes are permitted in Colonial Village. No "Off Road" vehicles, with the exception of golf carts and electrically powered "scooters" and bicycles, are allowed to be operated in Colonial Village or stored on a Resident's lot. If the owner or operator of a permitted gasoline powered motorcycle or mini-bike receives three (3) legitimate written complaints as to noise, such motorcycle or mini-bike will be prohibited from Colonial Village.
- E. Only minor motor vehicle repairs may be made on personal vehicles at a Resident's home. Inoperable motor vehicles, or vehicles without current license tags, are not permitted in Colonial Village. Vehicles in violation will be towed at the vehicle owner's expense. Major repairs to vehicles, such as removal of engines, transmissions, or other major mechanical repairs, will not be permitted anywhere in Colonial Village. Painting of vehicles in Colonial Village is prohibited.
- F. There is no parking or use of any neighbor's driveway without written permission of the neighbor.
- G. Trucks over one ton are not permitted in Colonial Village, unless the Board of Directors of Colonial Village is first notified and consent is given.

- H. The unassigned parking spaces at the front of the clubhouse, the intersection of Virginia and Mt. Vernon and adjoining the landscape disposal bin on Virginia are reserved for use by visitors or Residents and Guests involved in functions at the clubhouse or other Colonial Village recreational facilities. Owner use of these spaces for storing vehicles or for more-than-temporary parking without Board written approval is prohibited. When sufficient Colonial parking space is lacking in a Resident's carport due to the number or size of the vehicles, prior arrangements must be made with another Resident who has room available or at a facility outside Colonial Village.
- I. Vehicles parked in the Visitors Parking Spaces in front of the Clubhouse should make sure their vehicle does not extend over the pedestrian sidewalk.
- J. Vehicles kept in the carport of a unit must fit into the available space and not extend over the adjoining sidewalk or in any way limit the use of that sidewalk by pedestrians, and not detract from the aesthetic integrity of the surrounding properties or 'view' of the owners of those properties.
- K. Vehicles must not to be parked on sodded or unsurfaced portions of property in Colonial Village without prior written Board approval.
- L. Only those people authorized by the Board and registered with the vehicle's insurance provider may drive the Colonial Village truck. Residents interested in truck use should contact the office regarding availability and necessary procedures.

#### **16. RV's, BOATS, UTILITY AND BOAT TRAILERS**

NO boats, boat trailers, travel trailers, campers, RV's, rental trucks or similar units are allowed on home sites. Residents can load, unload or clean the unit during daylight hours only. Residents and/or their Guests are responsible for making their own storage arrangements outside of Colonial Village. No storage area exists in Colonial Village.

#### **17. GARBAGE AND TRASH DISPOSAL**

- A. Every Unit Owner has the responsibility to help keep the community clean and neat. Proper disposal of garbage and refuse is important to our health. No garbage or trash shall be kept in or around the mobile home or on or about the mobile home site.
- B. Burning of trash, leaves, or other materials is prohibited.
- C. Garbage is to be placed in the appropriate receptacle as proscribed by the City of Largo and Colonial Village's Management Board. **Large cardboard boxes MUST be broken down before being placed in the dumpster.**
- D. Landscaping trash, i.e.; large tree trimmings, bushes, etc., or large pieces of furniture are not to be put in the garbage dumpster. A dumpster is located on Virginia Avenue for tree, bush and planter trimmings or cut-up pieces of wood under 4 ft.
- E. Aluminum cans should be disposed of by crushing and placed in the container located in the maintenance shed.

## **18. LAWN MAINTENANCE AND EQUIPMENT**

- A. Colonial Village provides the following lawn services; mowing, edging of sidewalks, spraying for grass insects semi-annually, and applying by spraying liquid fertilizer semi-annually. Because the soil under the grass vary greatly, supplemental lawn care will also vary. Each Resident is urged to determine the needs of his particular lawn and to apply water, fertilizer, weed killer, etc., as required. If seeding or sodding is undertaken, it is recommended that Bahia or Seville grass be used. No rye grass should be seeded.
- B. Colonial Village is also responsible for the pruning and care of the Palm trees in the common areas. The removal of an excessive number any of Colonial Village's palm trees or any major construction in Colonial Village must be approved by a majority vote of the shareholders.
- C. Residents and other designated people are not to use maintenance department golf carts without prior written approval from maintenance department personnel. Golf carts are not to be taken outside Colonial Village for personal use. All users of the maintenance department golf carts must be insured at time of use.
- D. Maintenance department golf carts, tools and power equipment (push-mowers, edgers, trimmers, blowers, and power washers) are not to be used for personal use during normal maintenance department working hours unless authorized by maintenance department personnel. All of the above equipment is not to be removed from Colonial Village. Colonial Village shall be held harmless in all respects.
- E. Maintenance department equipment can be used by Residents for personal use at their own risk, and Colonial Village shall be held harmless in all respects.
- F. All maintenance equipment used by Residents must be signed out. Residents will be held liable for any negligent damage to the equipment.
- G. Outside contractors are not permitted to use equipment belonging to Colonial Village.

## **19. NOTICES, RIGHTS AND PROVISIONS**

- A. These Rules and Regulations may be revised from time to time by the Board of Directors, and all Residents will receive an updated version of the Rules and Regulations within thirty (30) days prior to the effective date. The Board of Directors reserves the right to set policy for situations not covered in the Rules and Regulations.
- B. If any provision of these rules and regulations be contrary to any law of any jurisdiction in which Colonial Village is located, it shall not apply or be enforced; however, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.
- C. Complaints should be in writing, dated and signed. It is at Management's discretion to respond to anonymous complaints. Colonial Village Office is closed on Saturday, Sunday and all legal holidays. Emergency telephone numbers are posted on Colonial Village Office door.
- D. The rights of the Cooperative contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Cooperative. No waiver by the Cooperative of any rule or regulation shall be deemed to constitute or imply a further waiver of that or any rule or regulation.

**20. EVICTON OF SHAREHOLDERS/RESIDENTS**

- A. non-payment of the maintenance amount, pursuant to §719.108 (10) (d), Florida Statutes.
- B. conviction of a violation of Federal or State law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other Residents of Colonial Village, pursuant to §723.061(1) (b), Florida Statutes;
- C. violation of a Colonial Village Rule or Regulation, the Occupancy Agreement, or Chapter 719 of the Florida Statutes;
- D. a change in the use of land comprising the mobile home or a portion thereof pursuant to FS723.061(1) (d), Florida Statutes;
- E. failure of the purchaser of the manufactured home situated in Colonial Village to be qualified and approved for residency pursuant to these Rules and Regulations.

**21. EVICTON OF NON-SHAREHOLDERS, GUESTS, OCCUPANTS/CONDITIONAL RESIDENTS**

- A. Violation of the Rules and Regulations of Colonial Village upon **seven (7) days** of prior written notice;
- B. As a result of incompatibility with the shareholders of Colonial Village as determined by the Board of Directors upon **seven (7) days** of prior written notice;
- C. Within **two (2) days** of prior written notice when an occupant and/or guest has taken occupancy in the unit without prior written approval of the Board of Directors of Colonial Village.

**22. RENTING OR SUBLETTING OF UNITS**

Renting or subletting is not permitted within Colonial Village.

**23. SELLING OF UNITS**

If a resident wishes to sell his Cooperative Unit, the Board of Directors should be notified of a pending sale. Prospective buyers **MUST** complete an application for residency and be interviewed and approved by the Board of Directors **PRIOR** to the sale of the Cooperative Unit. The Board of Directors of the Cooperative has the final authority in approving or refusing any prospective buyers.

- A. Transfer of membership certificates, the Cooperative parcel and the Cooperative Unit are governed under the Bylaws of the Cooperative. If an independent realtor is used to sell your Unit, the realtor is required to notify and receive instructions on the requirements of sale as established by the Board of Directors.
- B. One For Sale or Open House Sign, no larger than fifteen (15) inches by twenty (20) inches, is permitted in the front window only. Exceptions to this rule are corner home sites which may place two (2) signs, not to exceed the permitted dimensions, in two windows for visibility from both directions of traffic. All other signs must have prior written approval of the Board of Directors or will be subject to removal.

- C. All charges and financial obligations must be paid at Colonial Village Office before the home can be sold or removed from Colonial Village.

**24. REMOVAL OF HOMES**

Any Resident removing a home from the Colonial Village is responsible for removing all debris, steps, utility sheds, concrete pads (including driveways and footings) etc. from the home site. The home site must be cleaned/cleared after work is completed. Utility connections must be sealed, protected and identified. All contractors must be licensed and insured, including Workers Compensation Insurance. Copies of the insurance coverage must be filed in the Office before work commences. Removal must be completed within thirty (30) days from commencement of the work. Maintenance Fees will continue to accrue until the work is completed and written approval of compliance is obtained from Colonial Village Management. The maintenance fee will continue to be the responsibility of the current resident until the unit is sold.

**25. INSTALLATION OF MANUFACTURED HOMES**

- A. Prior to the installation of any manufactured home, the Member shall submit to the Board of Directors an application to install, on an approved form, indicating all required information. All plans and specifications must be received by the Board of Directors and written approval to proceed approved by the Board of Directors and all necessary permits obtained from the City of Largo and displayed prior to commencement of work.
- B. The proposed replacement home must be inspected and approved in writing by at least two Directors or a proper committee of Shareholders designated to do so by the Board of Directors.
- C. The maximum age of a manufactured home entering Colonial Village shall not exceed three (3) years. Any variances must be approved in writing by the Board of Directors. A termite inspection of the proposed used replacement home must be procured and paid for by the present owner.
- D. Any manufactured home being considered for movement into Colonial Village must meet and comply with all current building code standards used and adopted for all manufactured homes.
- E. Unit Boundaries of each unit in Colonial Village are as described in section 44 of the Master Occupancy Agreement and are those outlined on the Colonial Village Plot Plans. All of the lots within Colonial Village are not of uniform size and may not be able to support the maximum footprint. Any Resident considering installation of a new Manufactured Home must first consult with management to verify lot dimensions and the maximum footprint supported for that Lot.
- F. The minimum size of a new manufactured home entering Colonial Village is 24 ft. wide and 32 ft. in length.
- G. The Maximum permitted footprint is 39 ft. Wide and 56 ft. Long. Footprint is defined as total of main building itself and allowable accessory building (i.e. carport, shed) including offset posts if added. Any Resident considering a new home more than 26 ft. in width must be aware that only a limited number of lots can support a larger footprint and still have a 12 ft. driveway.

- H. **Side Setback:** No portion of the footprint shall be located closer than 5 feet side to side from the lot line of an adjoining unit as identified on the Colonial Village Plot Plan. This distance shall be measured at the narrowest space between the structure and the lot line.

Where adjoining properties have encroached the lot lines (Chapter 69A-42.0041 of the Florida Admin Code (FAC) Uniform Fire Safety Standard for Mobile Home Parks (new 10-19-2009) must be observed. No portion of a mobile shall be located closer than 10 feet (3m) side to side from any other mobile home if the composite walls and roof is constructed of materials that will not provide a one hour fire resistance rating.

Should any dispute arise over the location of any boundary of a Unit, the Corporation shall determine such boundary by a majority vote of a quorum of its Directors, which determination shall be final.

- I. **Front Setback:** Minimum setback is 9 feet measured from the inside of the sidewalk to the front of the footprint and in alignment with adjacent homes on that street. Planters are to be a maximum of 24 inches.
- J. **Rear Setback:** Minimum setback is 9 feet measured from adjoining boundary line or fence.
- K. **Skirting:** The entire manufactured home, including decks and porches, must be skirted using standard skirting of white blocking, unless otherwise approved in writing by Management. Skirting must provide ready access for under home utilities repair and inspection. Colonial Village is not responsible for damage to vinyl siding resulting from normal grounds maintenance.
- i) All solid skirts have two access panels. The panels shall not be located in the utility shed.
  - ii) All solid skirts shall be adequately vented.
- L. **AC Units:** Must be installed at the rear of new manufactured homes.
- M. **Utilities:** Utilities must be connected to the home by licensed contractors at the expense of the Resident.
- N. On new installations, all exit doors must be located either front, rear, or on the driveway side of home.
- O. On new installations, no carport to carport configurations.
- P. **Kick-outs or Offset Posts:** May be added to carports upon receipt of Written Approval from Board and Building permit from the City of Largo.
- Q. **Tie-downs:** Manufactured home tie-downs and blocking must comply with all applicable governmental laws, ordinances and regulations.
- R. **Utility sheds:** All utility sheds are to be incorporated under the carport roof and constructed of similar material as the home. **Free standing sheds are NOT permitted.**
- S. **Street numbers:** The street address must be clearly displayed on the front of the home, and if personalized, must be the current Unit Owner's name.

## **APPENDIX 1: SWIMMING POOL RULES**

- A. Colonial Village swimming pool is generally open seven (7) days a week from 8:00 AM until DUSK.
- B. Anyone alone in the pool swims at own risk. No lifeguard.
- C. No running around pool, jumping or diving into the pool, no splashing near other swimmers. Please be considerate of others.
- D. No glass or breakable items around pool
- F. Smoking is only permitted in designated area. Throw all trash, cigarette butts, ashes, etc. into can at poolside.
- G. No alcoholic beverages are allowed in the pool area. Non-alcoholic drinks are allowed in cans or plastic containers. Glass containers of any kind are NOT permitted.
- H. A shower must be taken before entering the pool.
- I. People with incontinence, colds, skin eruptions, athlete's foot and infections are not permitted to use the pool.
- J. No parking or riding bikes around pool.
- K. Children who are not toilet-trained are not permitted in the pool unless they are wearing special leak-proof diapers specifically designed for swimming. Children wearing all other types of diapers are not permitted in the pool. If a Resident, or his or her guest, causes the pool to be contaminated, the Resident shall be held financially responsible for the restoration of the pool to swimming condition.
- L. Recreation flotation devices: i.e. Inner tubes and rafts are not permitted in the pool. Wearable safety flotation devices and noodles are allowed.
- M. Please read the rules posted at the pool. All rules must be obeyed when using the pool.
- N. Colonial Village reserves the right to exclude any person from the use of the pool.

**KINDLY INFORM YOUR GUESTS OF THESE RULES BEFORE THEY USE THE POOL**

## **APPENDIX 2. SHUFFLEBOARD COURT**

- A. A resident must accompany all guests using shuffleboard court.
- B. Equipment taken from the shed must be returned after use.
- C. Guests must wear shirts and shoes.
- D. Walking on or across the court is not permitted.