

This Form Prepared By:
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MOBILE HOME LEASE AGREEMENT
(Private Rental, Without Brokerage Commission Obligation)

THIS MOBILE HOME LEASE AGREEMENT is effective as of the _____ day of _____, 20____, by and between _____, of _____, phone: _____ (hereinafter "Landlord"), and _____, of _____, phone: _____ (hereinafter "Renter"). All words herein referring to Landlord or Renter shall be taken to be of such gender and number as the circumstances may require, and if the Renter be more than one person, the provisions hereof shall be taken to bind and apply to them jointly and severally.

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the Landlord does hereby lease to the Renter the following described property:

Lot# _____, in MAPLELEAF GOLF & COUNTRY CLUB, located at 2100 Kings Highway, # _____, Port Charlotte, Florida 33980;

Together with the mobile home situated thereon and all appurtenances thereunto appertaining, situated in the County of Charlotte, State of Florida (hereinafter "Premises"), on the following terms and conditions:

1. **TERM:** The term of this Mobile Home Lease Agreement shall commence at Noon on the _____ day of _____, 20____, and end at Noon on the _____ day of _____, 20____, unless sooner terminated under the provisions hereof or renewed or extended as hereinafter provided. In no event shall the term of this Agreement exceed six (6) months. Renter hereby acknowledges having received _____ key(s) to the Premises upon execution of this Mobile Home Lease Agreement, which Renter agrees not to use outside of the rental term without Landlord's prior written consent.

2. **RENTAL PAYMENTS:** Renter shall pay rent to Landlord for the term of this Agreement the following sums (in U.S. funds):

\$ _____ for July, 20____	\$ _____ for Jan., 20____
\$ _____ for Aug., 20____	\$ _____ for Feb., 20____
\$ _____ for Sept., 20____	\$ _____ for March, 20____
\$ _____ for Oct., 20____	\$ _____ for April, 20____
\$ _____ for Nov., 20____	\$ _____ for May, 20____
\$ _____ for Dec., 20____	\$ _____ for June, 20____;

payable monthly in advance with the first such installment due not less than thirty (30) days prior to the commencement date of the rental term and the remaining installments due on the 1st day of each and every month for the duration of the rental term, without setoff, deduction or demand. Each installment of rent shall be paid by Renter together with any and all applicable sales/use/local option/resort tax thereon, presently at the rate of twelve percent (12%). All payments made under this Agreement shall be paid and delivered to Landlord, at the above address, or at such other place as Landlord may designate from time to time by written notice to Renter. Payments shall be made via personal check, cashier's check, traveler's check, or money order. No cash or credit cards will be accepted.

3. **TIME:** TIME IS OF THE ESSENCE OF THIS AGREEMENT.

4. **LATE PAYMENT PENALTY:** Renter, if delinquent in the payment of rent, shall pay a late charge of five percent (5%) of the monthly rent, in addition to rent. Renter is delinquent when the monthly installment of rent is paid and received after the 5th day following the date on which payment is due. This provision shall not otherwise affect the obligation of Renter to pay rent as due. Any acceptance of a partial payment of rent shall not be deemed as a waiver of Landlord's right to the full amount thereof. Renter agrees to pay an additional fee of TWENTY-FIVE DOLLARS (\$25.00) should a check be refused for payment due to insufficient funds on account or for any other reason. If more than one check is returned, in addition to the charge of TWENTY-FIVE DOLLARS (\$25.00), Landlord may require that all future rent and charges be paid in the form of a bank cashier's check or money order.

5. **INTEREST RATE:** All payments in arrears more than thirty (30) days shall bear interest at the highest lawful rate, presently eighteen percent (18%) per year.

6. **TAXES AND ASSESSMENTS:** Landlord shall pay all taxes and assessments against the Premises and permanent improvements thereon, including real estate taxes and any applicable maintenance fees and other assessments. Renter shall pay any and all sales/use/local option resort taxes due on the rental payments.

7. **RESERVATION AND SECURITY DEPOSIT:** Renter shall, upon execution of this Mobile Home Lease Agreement and not later than thirty (30) days from receipt of this document from the Landlord, deposit with Landlord the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as a reservation deposit and as security for the faithful performance by Renter of all the terms, conditions and covenants hereof. Said deposit shall be held in a non-interest bearing account at _____ [insert name of Bank and city in which it is located]. Said deposit shall be returned to Renter on the full and faithful performance by Renter of the terms, conditions and covenants hereof and in accordance with the provisions of Chapter 83 of the Florida Statutes. THE LANDLORD HAS 15 DAYS AFTER THE RENTER VACATES THE PREMISES OR TERMINATION OF THE LEASE AGREEMENT TO IMPOSE A CLAIM AGAINST THE RENTER'S SECURITY DEPOSIT. IF THE LANDLORD FAILS TO GIVE THE RENTER NOTICE OF SUCH CLAIM WITHIN THE 15 DAYS, THE LANDLORD WAIVES LANDLORD'S RIGHT TO RETAIN THE DEPOSIT AND LANDLORD MUST RETURN IT TO THE RENTER PURSUANT TO SECTION 83.49, FLORIDA STATUTES. This provision in no way limits Renter's responsibility to reimburse Landlord for damages or for default in rental payments. The security deposit shall not be applied in payment of rent unless prior written consent has been given by Landlord. In the event Renter fails to honor the reservation, fails to remit timely payment of the first month's rent, and/or if this Agreement is terminated prior to the expiration of its term, the deposit shall be non-refundable as a payment towards Landlord's expenses in securing a new tenant.

8. **NO ASSIGNMENT OR SUBLETTING:** Renter shall not sublet or rent the Premises, nor transfer possession thereof, nor assign this Agreement to any person, corporation, partnership or association; nor encumber this Agreement. An assignment or subletting without the prior written consent of Landlord, or any assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this Agreement.

9. **CONDITION OF PREMISES:** Renter stipulates that Renter shall inspect the Premises, including but not limited to the interior thereof and the grounds nearby, before taking possession of the Premises. By taking possession of the Premises, Renter agrees they are in good condition and shall accept said Premises in their then present condition.

10. **FURNISHINGS:** The Premises are furnished pursuant to the attached Inventory.

11. **UTILITIES:** The Renter shall be responsible for the cost of all long distance telephone charges via calling card or prepaid phone cards. Landlord shall employ a "block" on long distance telephone service so that long distance calls will not be billed to the Landlord. Landlord shall provide electricity, water, sewer, routine solid waste collection and recycling, cable television, grounds maintenance and local telephone (by touch tone phone) services. The Landlord may withhold funds otherwise payable to Renter until proof of satisfaction of any telephone long distance service charges imposed on the Landlord's telephone number has been presented to Landlord. Landlord shall not be responsible for interruption of utility services unless caused by Landlord's failure to remit proper payment to a utility company.

12. **APPLIANCES:** Renter agrees to maintain all appliances in a clean, efficient manner and accepts responsibility for any costs of repair or replacement because of abuse or neglect by Renter or by Renter's family or guests. Renter acknowledges that appliances and systems shall be repairable at the direction of the Landlord. Renter shall not incur any charges on Landlord's account.

13. USE OF PREMISES: The Premises shall be used and occupied as a private, single family residence by the named renter(s) only (being no more than two persons, one of whom must be 55 years of age or older and the other of whom must be 18 years of age or older) and for no other purpose; provided, however, house guests for one week or less shall not be construed as a violation of this covenant. No unlawful, improper, or offensive use shall be made of the Premises, and no act shall be done or permitted thereon which may void or make voidable any insurance of the Premises against fire, or which may render any extra premium for any insurance of the Premises.

14. SMOKING AND PETS: Smoking shall not be permitted on or about the Premises. Domestic or other animals shall not be permitted on or about the Premises.

15. RIGHT OF ENTRY: Landlord may enter the Premises only with prior consent of the Renter or with 24 hours written notice to the Renter, except in the event of an emergency. The Landlord may enter the Premises only during reasonable hours and for the purpose of inspecting the Premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the Premises to workmen, contractors and prospective tenants and purchasers. However, in the event of an emergency constituting a danger to life, health or property, the Landlord may enter the Premises at any given time without the consent of or notice to the Renter.

16. ALTERATIONS: Renter shall not make any alterations, additions or improvements, including any painting, without the prior written consent of the Landlord. Any alterations, additions or improvements made shall become the property of the Landlord and shall remain and be surrendered with the Premises at the end of the lease term. Any and all alterations accomplished on the Premises by the Renter shall be done in a competent professional manner by a licensed professional contractor and in accordance with applicable building codes, and any deviation from these requirements shall render the Renter liable for the expense of restoration or repair by the Landlord.

17. ADDITIONAL RENTER'S OBLIGATIONS: The Renter agrees to:

- a. Comply with all state, county and/or municipal codes and regulations applicable to the Renter;
- b. Keep Premises clean and dispose of all rubbish, garbage and other waste in clean and safe manner;
- c. Not deliberately or negligently destroy, deface, or knowingly damage, impair or remove any part of the Premises or permit any guest or agent to do so;
- d. Surrender quiet and peaceable possession upon termination of this Mobile Home Lease Agreement including giving up all keys, plastic cards, and/or any other personal property of Landlord entrusted to Renter;
- e. Give the Landlord prompt notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on the Premises;
- f. Not change any lock, nor add any lock, to the Premises without Landlord's prior written approval;
- g. Not maintain or permit non-operative vehicles on the Premises. Any such non-operative vehicle may be removed by Landlord at the expense of Renter and Renter shall have no right of recourse against Landlord thereafter; and
- h. Prior to vacating the Premises, Renter shall furnish Landlord with Renter's forwarding address.

18. SURRENDER OF PREMISES: At the termination of the Mobile Home Lease Agreement, Renter shall quit and surrender the Premises hereby demised in as good state and condition as they were at the commencement of this Mobile Home Lease Agreement, reasonable use and wear thereof and damages by the elements excepted. Renter agrees to reimburse Landlord for any and all damages and costs of reconditioning the Premises.

19. DAMAGE TO PREMISES: If the Premises or any part thereof shall be partially damaged by fire or other casualty (not due to Renter's negligence or willful act or that of Renter's family, agent or guest), the Premises shall be promptly repaired by Landlord to the extent practicable and there shall be an abatement of rent corresponding with the time and extent to which the Premises may have been untenable. Should the Landlord be unable to obtain insurance

at a reasonable rate or decide in good faith not to rebuild or repair, the term of this Mobile Home Lease Agreement shall end and the rent shall be prorated up to the time of the damage.

20. **PROPERTY LOSS AND INSURANCE:** Landlord shall not be liable for damages to Renter's property. Renter may obtain tenant insurance to protect household goods and personal effects as well as liability insurance against personal injury and property damage on the Premises. Renter stipulates that Renter shall not seek subrogation of claims from the Landlord's insurance carrier.

21. **INDEMNIFICATION:** Renter releases Landlord from liability for and agrees to indemnify Landlord against all losses incurred by Landlord as a result of:

- a. Renter's failure to fulfill any conditions of this Agreement;
- b. Any damage or injury happening in or about Premises to Renter's invitee or licensee or such person's property other than caused by the gross negligence of the Landlord;
- c. Renter's failure to comply with any requirements imposed by any governmental authority; and
- d. Any judgment, lien or encumbrance filed against Premises as a result of Renter's actions.

22. **UNAUTHORIZED HOLDOVER BY RENTER:** Any unauthorized holdover by the Renter shall subject Renter to action for recovery of possession of the Premises in the manner provided by law together with double the rental amount for the period during which the Renter remains in possession of the Premises. Should Renter remain in possession of the Premises after the natural expiration of this Agreement, though with the prior written consent of Landlord, a new tenancy from month-to-month shall be created between the parties which shall be governed by all the terms and conditions of this Agreement except that the month-to-month tenancy may be terminated on thirty (30) days' prior written notice from either party to the other party.

23. **NOTICES:** All notices provided for by this Mobile Home Lease Agreement shall be made in writing either (1) by the actual delivery of the notice into the hands of the party so entitled; or (2) by mailing of the notice in the United States Mail, by registered or certified mail, return receipt requested, to the Renter at the Premises, or to the Landlord at the above address, or at such other place as may be designated by the parties from time to time. Any notice given to any person named as Renter shall bind all persons signing this Agreement as Renter.

24. **RADON GAS:** Notice to Renters: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. **DEFAULT AND REMEDIES OF LANDLORD:** In the event that any rent shall be due and unpaid for a period of five (5) days following the due date or if default shall be made in any of the other terms, covenants or conditions herein contained, or if the Premises shall be abandoned or vacated, then it shall be lawful for the Landlord to reenter and repossess the Premises, removing all occupants, and upon reentry by the Landlord or upon default by the Renter, Renter shall be liable to the Landlord for all damages incurred, including but not limited to reasonable attorney's fees, court costs and other costs incurred by the Landlord, and Renter shall not be relieved thereby of any obligation to pay rent and other charges hereunder.

26. **FAILURE OF LANDLORD TO ACT:** Failure of the Landlord to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation.

27. **ABANDONED PROPERTY:** Any and all property of Renter which may be left in Premises after termination of this Mobile Home Lease Agreement or of Renter's right of possession for any reason, may be handled, removed or otherwise disposed of by Landlord at the risk and expense of Renter, and Landlord shall in no event be responsible for any property left in the Premises by Renter. Renter shall pay to Landlord, upon demand, all expenses incurred in such disposition including a reasonable charge for storage, but Landlord shall be under no obligation to provide storage and Renter hereby expressly consents to removal, discard, or any other disposition of the property by the Landlord.

28. **SUBORDINATION:** Renter agrees at the request of Landlord to subordinate this Lease Agreement to any mortgage or similar lien now or hereafter placed upon the premises by Landlord and to any and all advances made or to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof; and, if required by the mortgagee or other lender, Renter agrees to execute any and all documents necessary for Landlord to obtain financing using the Premises as security and/or evidencing such subordination.

29. **ENTIRE AGREEMENT:** This Mobile Home Lease Agreement contains the entire agreement of the parties and may not be changed or modified except by instrument in writing executed by Landlord and Renter in like manner as this Agreement. Any other attempted modification shall be void and not admissible in evidence in any action arising from this Agreement. All rights and liabilities hereby given or imposed upon the parties to this Agreement shall extend to and bind the heirs, successors and personal representatives of the parties.

30. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue of any legal proceeding occasioned hereby shall be Charlotte County, Florida.

31. **SEVERABILITY CLAUSE:** If any particular term, covenant or provision of this Mobile Home Lease Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining terms, covenants and provisions of this Agreement which shall remain in full force and effect.

32. **RULES AND REGULATIONS OF MAPLE LEAF GOLF & COUNTRY CLUB:** Renter acknowledges that the rental of the Premises has been made subject to the approval of Renter by the Board of Directors of MAPLE LEAF ESTATES HOMEOWNERS' CORPORATION or its designee (hereinafter "Corporation"). Renter stipulates that Renter has been furnished a copy of the Rules and Regulations of MAPLE LEAF GOLF & COUNTRY CLUB. Renter agrees to abide by all terms and provisions thereof. Failure to do so, upon notice by the Landlord or the Corporation, shall constitute a default under this Mobile Home Lease Agreement. Renter agrees to pay all fines and reimbursable costs and attorney's fees imposed by the Corporation for any violation of rules and regulations attributable to Renter, Renter's family, invitees and guests.

IN WITNESS WHEREOF, the parties have executed this Mobile Home Lease Agreement effective as of the day and year first above written.

WITNESS:

LANDLORD:

#1 sign: _____

_____ (SEAL)

#1 print: _____

Print: _____

#2 sign: _____

_____ (SEAL)

#2 print: _____

Print: _____

WITNESS:

RENTER:

#1 sign: _____

_____ (SEAL)

#1 print: _____

Print: _____

#2 sign: _____

_____ (SEAL)

#2 print: _____

Print: _____

MAPLE LEAF ESTATES HOMEOWNERS' CORPORATION d/b/a
MAPLE LEAF GOLF & COUNTRY CLUB

RULES AND REGULATIONS FOR OCCUPANCY
EFFECTIVE JUNE 1, 2009

Maple Leaf Estates Homeowners' Corporation (hereinafter "ML") is a community, which provides housing for older persons in compliance with the Federal Fair Housing Amendments Act of 1988. At least one occupant of a home must be fifty-five (55) years or older.

The following rules and regulations are intended to protect the comfort, health, happiness and investment of the homeowners of ML. They may be changed, amended or supplemented from time to time when deemed reasonable or necessary by the Corporation and such changes, amendments or supplements can only be approved as permitted by Section 13.1 of the bylaws of the Corporation.

General:

1. For the purposes of these Rules and Regulations the following definitions shall apply:
 - (a) Occupant: Any person living in a home in ML who is not a guest or a visitor.
 - (b) Homeowner: The registered owner(s) of a home in ML.
 - (c) Renter: A tenant who has signed a sublease and pays rent to the Homeowner.
 - (d) Special Guest: A person who stays in a home in ML without the Homeowner in attendance and who does not pay rent to the Homeowner.
 - (e) Guest: A person who stays overnight with an Occupant and who does not pay rent or has not signed a lease with the Homeowner.
 - (f) Visitor: A person who is authorized to be in ML on a given day and does not stay overnight.
 - (g) Park: All of the lands, buildings and facilities contained within the property owned by ML.
2. Homeowners shall be responsible for the conduct of all Occupants, Guests and Visitors in their home with due regard for the personal property rights of other Occupants, Guests and Visitors of ML. All Occupants, Guests and Visitors will refrain from doing or causing to be done any act or thing, which would create a disturbance or nuisance. A disturbance or nuisance shall include but is not limited to obstruction or interference with the personal property rights of others in or about the Park or with the orderly and efficient operation of the Park.
3. In addition to all the Rules and Regulations contained herein, Occupants shall comply with all rules and regulations as may be in effect from time to time, relating to the operation of the social and recreational facilities of ML. Occupants shall be responsible for assuring that their Guests and Visitors understand and comply with all Park Rules and Regulations.
4. Except for Guests and Children, as provided for in Sections 14 and 15 of these Rules and Regulations, no home shall be occupied by more than two (2) persons without the prior approval of the Corporation. One of the Occupants must be fifty-five (55) years of age or older and no Occupant can be less than eighteen (18) years of age.
5. Bicycles, golf carts and motor vehicles shall not be driven in excess of fifteen (15) miles per hour. The rules outlined in the State of Florida's Driver's Manual shall apply to all operators of motor vehicles, golf carts and bicycles. Motorbikes, all scooters (except those designed for use by handicapped persons), motorcycles, and the use of roller skates, roller blades, in-line skates or skateboards are/is not permitted in the Park.

6. All Occupants, Guests and Visitors must wear conventional clothing in all Park areas and buildings except in the immediate pool areas. Beach and swim attire shall be permitted in pool areas, saunas and Occupants' premises only. All Occupants, Guests and Visitors must wear either shirt, swim jacket, or equivalent covering over their swimsuits when going to or returning from the pool areas. Rules and Regulations posted at pools, and at other facilities, are part of these Rules and Regulations.

7. In order to prevent damage to underground water, electric, cable and other facilities, extensive digging on the grounds surrounding a unit is prohibited without the specific consent of the Corporation.

8. Outdoor laundry drying is not permitted.

9. Solicitors, vendors or peddlers are not permitted in the Park without the prior written consent of the Corporation.

10. No business or commercial enterprise is permitted to operate out of a home in the Park. However, a service provided for the sole benefit of Occupants is permitted to operate within the Park at the pleasure of the Corporation. The Corporation may withdraw this permission to operate at any time with or without cause. It is the sole responsibility of such service provider to comply with all applicable laws and ordinances.

11. To the extent that any portion of these Rules and Regulations, or any amendments or supplements thereto, may now or hereinafter conflict with the terms and provisions of any lease, rental and/or maintenance agreement with the Corporation, the lease, rental and/or maintenance agreement shall prevail, and whenever possible, the Rules and Regulations shall be interpreted so as to be consistent therewith. All amendments or supplements to these Rules and Regulations shall become valid ninety (90) days after written notice thereof has been given to all Homeowners.

12. Should an Occupant or his or her Guests or Visitors be found to have been in breach of these Rules and Regulations, the Occupant shall pay all fines, restitutions and/or remedies assessed by the Corporation in accordance with the bylaws of the Corporation, together with reasonable attorney's fees and any other costs of collection incurred by the Corporation.

Guests:

13. Guests may not reside with Homeowners for more than thirty (30) days in any one seasonal year (November 1 to October 31) without prior written approval of the Corporation. Guests of Renters or Special Guests may not reside with Renters or Special Guests for more than fifteen (15) days in any one seasonal year (November 1 to October 31).

Children:

14. No child under the age of eighteen (18) years shall live permanently in or go to school from ML. Children may be Guests and Visitors and are subject to these Rules and Regulations and to the following restrictions:

- a) No child under the age of eighteen (18) years may visit for more than fifteen (15) consecutive days and for more than thirty (30) days in any seasonal year (November 1 to October 31). Child guests of Renters or Special Guests may not reside with Renters or Special Guests for more than fifteen (15) days in any one seasonal year. An adult shall supervise the activities and behavior of a child, when in the Park.

- b) No child under the age of twelve (12) years shall be allowed to ride a bicycle or tricycle on a street in the Park unless accompanied by an adult.
- c) No child under the age of eighteen (18) years shall enter or use any sauna, whirlpool bath, and exercise or billiard room.
- d) Children under the age of fourteen (14) years must use the swimming pool behind the Canadian American Club unless the Corporation approves alternative arrangements for specific periods and occasions.
- e) No child under the age of sixteen (16) years is permitted to drive or steer a golf cart either alone or with an adult. A golf cart is considered a motor vehicle.

Pets:

15.

- a) A dog or a cat, with the exception noted in Section 16(b), is only allowed in homes on the perimeter of the Park. Only one (1) dog or cat is permitted in any home and when such pet is outside, it must be on a leash at all times and may be walked only on perimeter streets. The “stoop and scoop” rule must be followed and owners are responsible to ensure that such animals are not permitted to relieve themselves on the lawns of other Homeowners or in common areas.
- b) One house cat (one that is never permitted outside the home) is allowed in any home in the Park.
- c) Small birds that are not audible outside the home and aquarium fish are allowed in any home in the Park and their numbers are not restricted provided they do not pose a health or other risk to others in the Park. No other animal, mammal, reptile or any other pet is permitted in any home in the Park.
- d) Outside pet residences, (i.e. doghouses), are not permitted in the Park.
- e) Pets that are required because of a disability of a Resident (i.e. seeing eye dog for the visually impaired) are permitted in any home in the Park but only with the express approval in writing of the Corporation and after the Corporation has received medical evidence that such a disability requires the assistance of such a pet.
- f) Annually, all dogs and cats in homes in the Park must be registered with the Park office by January 15th of each year. Evidence of current inoculation against rabies must be provided.
- g) No pet of any kind including those outlined in (e) above is permitted if such pet is a disturbance or a threat to neighbors or others in the Park.
- h) The following breeds of dogs are not permitted in ML: Doberman, Pit Bull, Akita, Chow, and Rottweiler.
- i) Guests and Visitors are not permitted to bring pets into the Park.

Vehicles/Parking:

16.

- a) Only passenger type vehicles are permitted in the Park except as provided in (b) below.
- b) The parking of campers, motor homes, boats and boat trailers is prohibited with the following exception: Occupants and Guests may park these vehicles in a Homeowner’s driveway for a maximum of forty-eight (48) hours. After that they must be moved to a designated parking area if such is available. If such designated parking area is not available, they must be moved out of the Park. Upon request, the Corporation may, at its sole discretion, permit the parking overnight of a motor home or boat on a trailer, in one of the common parking areas in the Park. Boats, boat trailers and other trailers approved by the Corporation may be parked in a designated storage area, which has been leased from the Corporation.

17.

- a) No licensed vehicle shall be parked on the lawns or grassed areas. When parking on the roadway, all wheels of a vehicle must be on the road surface.

- b) Guest and Visitor vehicles must be parked in the Homeowners' driveway unless there is not sufficient room. In such an event, the Guest's or Visitor's vehicle may be parked on the roadway in front of the Homeowner's residence.
- c) To permit the free flow of emergency vehicles, parking on any road in the Park of any vehicle is restricted to the one side of the road on which one or more vehicles in the immediate vicinity are parked.
- d) The driveways leading off and back on to the Queensway at the main doors of the Can Am and Queensway clubhouses are "No Stopping" and "No Parking" areas except for passenger discharge and pickup and for the delivery of goods.
- e) The area adjacent to the handicap designated parking on the west side of the Can Am Post Office is a "No Stopping" and "No Parking" area. This area is to be used only by the U.S. Postal Service.
- f) All vehicles must have current Park issued identification.

Appurtenances to Homes:

18.

- a) Washers, dryers, refrigerators, freezers, ladders, boxes and any items excluding barbecues, bicycles, garden hoses boxes, and trash bins shall not be stored or placed outside of any home or shed. Homeowners leaving ML in the spring of each year are required to move indoors all loose items, which may be moved by high winds. Homeowners in residence are required to move indoors all loose items should there be a threat of high winds.
- b) A satellite dish, no larger than minimum size authorized by the regulations promulgated by the Federal Communications Commission for installation by a detached sing-family dwelling owner, shall be permitted on a home.
- c) No external alterations (including color changes) or additions to a home can be made without the written approval of the Corporation.

Home Ownership:

19. No one person or cohabiting couple may own more than one home in the Park unless such multiple ownership is approved by the Corporation as provided for in the bylaws of the Corporation.

Rentals:

20.

- a) A Homeowner may rent the Homeowner's home for a minimum term of one (1) month and a maximum term of nine (9) months in any twelve-month period.
- b) No home in ML may be rented or occupied by a Renter or Special Guest without the prior written approval of the proposed tenant by the Corporation; such consent shall not be unreasonably withheld. If a Homeowner desires to rent a home privately rather than with the assistance of the brokerage services of Maple Leaf Realty, the Homeowner's request for approval, submitted to the Park office, must be accompanied by a copy of each proposed sublease agreement together with an administrative fee set by the Corporation's Board of Directors. This fee, which shall never exceed the amount allowed by Florida law, may be increased annually pursuant to a resolution of the Board of Directors. In the case of a Special Guest, the processing fee will be required only if the occupancy is for a period in excess of 21 days. Each Renter or Special Guest shall be required to deliver to the Park office, prior to commencing the term of occupancy, a photocopy of a bona fide personal identification, which shall include name, date of birth and a photograph. Acceptable forms of identification include a driver's license or passport.
- c) Before any tenant is approved for rental through Maple Leaf Realty, the home must be inspected by the Rental Quality Control Committee to make sure that the home meets the

minimum standards established by the Corporation. If the home does not meet the standards established and if the Homeowner refuses to bring the home up to standard before the tenancy commences, the tenancy will not be approved.

- d) During the term of any rental, the Homeowner's privilege to use the amenities and other facilities of ML shall be transferred to the Renter or Special Guest (Note: golf course is not a Park amenity); the Homeowner shall lose such privileges for the duration of the rental or occupancy by the Special Guest. The entry gate will be provided a register of Renters and Special Guests by the Park office, and the entry gate personnel shall be authorized to restrict access to ML by a Homeowner during the rental term or Special Guest occupancy except to periodically check the condition of the home.
- e) Mandatory withholding tax as required by the regulations of the U.S. Internal Revenue Service and prevailing State of Florida and local sales/use taxes on rental income, as applicable, shall be charged and remitted on rentals arranged through Maple Leaf Realty. Payment of the above in the case of private rentals is the responsibility of the Homeowner. However, be advised, that ML is bound to release full details of any rentals approved by the Corporation upon request by any federal, state or local government agency. **The penalties for non-reporting of income can be substantial.**
- f) Each renter shall be entitled to rent anywhere in ML for not more than three (3) seasonal years (November 1 to October 31). Renters and Special Guests desiring to extend their stay in ML beyond the three (3) year period are required to purchase a home. (This is not retroactive to those previously affected by the calendar year periods.)

Designated Rental Home:

21. If a home is rented or occupied other than by the Homeowner for a longer period of time than the Homeowner resides in the home in any calendar year, the home will be designated by the Corporation as a Rental Home. In addition to the regular monthly lease, rental and/or maintenance agreement payment, the Homeowner of any home so designated will be required to pay a rental fee to the Corporation consisting of the following:

- a) The difference between the market level or top level rent for that home and the actual lease, Corporation rent and/or maintenance fee being paid each month the home is not occupied by the Homeowner, plus
- b) Water charges paid by the Corporation, if any, for each month the home is not occupied by the Homeowner, plus
- c) The applicable approval fee established from time to time by the Board of Directors.
- d) A Rental Home designation will not be retroactive but will be applied beginning January 1 of the year following such designation. The designation will be dropped as soon as the Homeowner demonstrates physical occupancy in a calendar year for a period longer than the home is rented or occupied by individuals other than the Homeowner in that same calendar year. In the event that the Homeowner is unable to occupy the unit for proven medical reasons, the Rental Home designation shall only apply for the period that the home is rented or occupied by other than the Homeowner. At the sole discretion of the Corporation, this designation may be waived if the home is listed for sale with Maple Leaf Realty at a price determined by Maple Leaf Realty to represent fair market value and there are no reasonable offers forthcoming and none have been rejected.

Home Maintenance:

22. Homeowners shall maintain the exterior of their homes and grounds in a neat and attractive manner and free from debris and litter. If allowed to deteriorate or become unsightly which shall include but not be limited to keeping the exterior surface of the home including eaves and trim free from mildew, peeling, discoloration, fading or other damage or appears to be a threat to the well-

being/safety of adjacent homes. The Corporation may cause repairs to be made and/or the home to be cleaned at the Homeowner's expense. The Corporation shall not be liable for any damage caused the home through such repair and/or cleaning provided the service was performed in a competent manner.

Moving a Home:

23. A Homeowner shall provide the Corporation with thirty (30) days written notice prior to moving a manufactured home from the Park. A representative of the Corporation shall have the authority to oversee the removal of the home from the Park. The home site and sod shall be restored to its original condition unless other arrangements have been approved by the Corporation. If the lot is vacated prior to the termination of the current lease, rental and/or maintenance agreement, the Homeowner shall be liable for any assessment/rent until the lot is again under lease/agreement or the current lease/agreement has expired. If the site is re-let before the current lease/agreement expires, the Homeowner will receive a refund for any whole months of unused assessments/rents.

Use of Golf Course:

24. No person may use the golf course including the practice putting green unless he/she is a dues paying member of the golf course or has paid the required greens fee for the day of use. When using the golf course he/she must abide by the golf course bylaws and the Rules and Regulations established by the Golf Association. Persons that are not golfing may not use any part of the golf course, including the paths, between beginning of play in the morning and dusk or as long as golfers are playing the course.

Signage:

25. Homeowners wishing to sell their home privately may use a "For Sale" sign not exceeding eight and one-half (8-1/2) by eleven and one-half (11-1/2) inches, professionally or computer printed (no hand writing). A maximum of two (2) signs is permitted on each home. Lawn signs are not permitted. The same restrictions apply to the signs of out of the Park realty companies. No other signs are permitted on the Homeowner's property.

Articles for Sale:

26.

- a) No articles, including bicycles, for sale may be displayed outside a home. This includes a driveway or lawn or common parking area. The only exception to this Rule is the permitted display of articles for sale outside the Can Am Center on the day before and the day of the Corporation sanctioned annual flea market.
- b) A small for sale sign is permitted on a vehicle or golf cart in a home driveway but not in a common parking lot.

Homeowner/Tenant Signature _____

Date: _____

MAPLE LEAF GOLF & COUNTRY CLUB
2100 KINGS HIGHWAY
PORT CHARLOTTE, FLORIDA 33980

LOT # _____

I acknowledge receipt of receiving the Park Rules & Regulations.

RENTER
PLEASE SIGN AND RETURN

DATE

THANK YOU