

SUNNY GROVE PARK, INC.  
ESTERO, FL 33928

RIGHTS, RULES AND REGULATIONS  
“3 R’S”

PREAMBLE: The Rights, Rules and Regulations “3R’s” is compiled for the benefit of all the Shareholders to make a desirable and pleasant place to live. These are not intended to amend the Corporation’s Articles of Incorporation of the Corporation’s By-Laws but to supplement them.

DIVISION I

SHAREHOLDER’S BILL RIGHTS

1. Each Shareholder is entitled to occupy the area usually associated with the unit of the mobile home. The boundary is that historically defined for each unit and the 1987 drawing in the Corporation Office does not necessarily reflect the correct boundary line. Lychee is mainly affected.
2. No one, including the Corporation or its’ Representatives, shall have the authority to grant anyone access, without the written consent of the owner, to each unit.
3. Each Shareholder has the right to rent, sell or occupy their unit.
4. The Shareholder may grant adult children, with or without minor children, the right to occupy the unit not to exceed 30 days.
5. Each Shareholder is granted use of all Corporations facilities and amenities and the privilege of driving on the right of way.
6. Each Shareholder is granted the right to plant or decorate around his/her unit within reason and with compliance with #9 of Division II.
7. Each Shareholder is responsible for upkeep of all plantings and trees around their unit.

DIVISION II

## RULES AND REGULATIONS

1. No pets (except fish or quiet birds) are allowed in the park. There are no exceptions to this rule and this includes all visitors. Shareholders are responsible for enforcement at their place of residence.
2. a. Absolutely no smoking in the recreation halls, or shuffleboard courts, or seating areas\* or disposing of butts on the ground.  
  
b. Alcoholic beverages shall be permitted in private homes/under attached carports, recreation halls and Miller's Point for social functions. Residents and guests must respect quiet time (10PM) and considerate of others at all time. Clean up after a function is mandatory. NO alcoholic beverages allowed in the laundry, swimming pool or shuffle board courts.
3. Please respect the privacy of others. Do not cut across lots, driveways, carports, etc.
4. Noises are to be kept at a low level at all times. Turn down the volume of TV's, radios, and similar devices, especially after 10 p.m. and before 7:30 a.m.
5. Peddling, soliciting or commercial enterprises are not allowed on the park complex.
6. Air conditioners are not allowed to be installed in the front windows of mobile homes.
7. Only concrete driveways are allowed.
8. All two-wheel trailers and boat trailers must be parked, so as to be protected from street view, in back of the mobile home when not in use.
9. Residents must have permission from Sunny Grove Park, Inc., before digging holes or making any excavations in the park, including planting of trees and shrubs. This precaution is intended to only prevent damage to underground utilities. Prior to installation, all buildings and additions to mobile homes, must be approved by Sunny Grove Park, Inc. Board of Directors or the Shareholders and conditioned upon County Permit if required.
10. LAUNDRY: OPEN EVERY DAY
  - a. An umbrella type clothesline may be used at your homesite. Care must be exercised to prevent damage to park utilities, during installation of pipe to support the clothesline.
  - b. Pipe installed in the ground to support the clothesline shall not extend above ground level. Lawnmowers may be seriously damaged by such obstacles.
  - c. No clothes are to be hung outside except on umbrella clotheslines. No clotheslines to be put on carport.  
\* (Amended at Annual Mtg. 2/23/09)
  - d. Clothlines must be taken in when Shareholders leave the park for Summer because of yard mowing.
11. a. **DO NOT** flush any of the following down the commode: Kitchen grease, disposable diapers, kotex, tampons, cloth towels, facial tissues, filter-tip cigarettes, paper towels, candy wrappers, etc.

b. Since our sewage plant will not handle raw garbage, garbage disposals are **ABSOLUTELY FORBIDDEN** in this park.

c. Absolutely no garbage is to be put in the commode.

12. Shuffleboard courts are open to all adults. Young folks, 18 years or younger, are permitted to play with parents, or another adult resident of the park. Tournament play has priority on the courts. Lights are to be off by 10:00 p.m.

13. a. All boats left in the park during the summer months must be secured (tied down) on your patio or driveway or **properly secured on boat lift** during your absence. (Revised 2/24/20)

b. All adjustable awnings are to be put down when the mobile home owner leaves the park for summer.

14. All fish shall be cleaned at the dock on the river. The dock is reserved for that purpose.

15. No mobile homes are to be washed on Sunday by outside personnel or commercial home washers.

16. Each unit is responsible for depositing garbage in the park dumpster. Certain items that are not to be placed in the dumpsters are: air conditioners, furniture, appliances, etc. If County rules require separation of trash, then park residents shall comply. All garbage must be deposited in dumpster in a container, no loose garbage.

17. Each unit is responsible for the proper disposal of furniture, TV's, appliances (washers, dryers, hot water heaters, or refrigerators) and they are not to be deposited on park property. If such items require disposition, the owner must notify the Corporation President or an officially appointed person, who will make arrangements for pickup and disposal. **DO NOT PUT SUCH ITEMS IN THE DUMPSTER.**

18. All owners of mobile homes who are absent from the park between November 1<sup>st</sup> and May 1<sup>st</sup> must make arrangements to have their grass and shrubs cut and trimmed. If arrangements are not made, the Corporation will have the necessary work done and you will be charged after notice is given as provided in paragraph Notices. Notice must be sent not later than November 30<sup>th</sup>.

19. All units are to be maintained in a neat appearance. Car ports are to be free of storage and clean and no unit may be used for the express purpose of storage at any time.

20. If a mobile home is removed, the replacement must be approved and standards would be: A newer unit in good condition and appearance, which will be determined by the Corporation on a recorded approved motion.

21. In the event some person other than the Shareholder is to occupy the unit and the Shareholder is not present, notice and a letter of introduction to a resident neighbor must be given. A Letter of Introduction must be given and delivered by the person to occupy to a known resident neighbor and a copy to the Corporation at its address. If a Corporation officer is available, oral notice should be given also. Notice should be given as soon after arrival as possible but within 24 hours.

## 22. DUTIES:

a. These Rules and Regulations are the responsibility of the Shareholders to enforce as to their guests, children, grandchildren, and renters, and employee's service personnel.

b. The Shareholder is the responsible party and must enforce compliance.

c. Failure to comply will result in the Corporation taking action as it deems necessary.

23. MOTORIZED VEHICLES:

a. Observe the 10M.P.H. SPEED LIMIT.

b. Park cars in the driveways, not on the street.

c. Major automobile repairs are not allowed on the park complex.

d. Any motor vehicle not in operating condition must be removed from the park within thirty (30) days.

e. Golf cart operators, under 16, must be accompanied by an adult and must observe the 10 M.P.H. speed limit.

f. All Recreation Vehicles except those on rented R.V. spaces are to be parked on the Corporation parking area provided at Sunny Grove Hall. The maximum provided time is seven (7) days.

g. No parking in anyone's carport or driveway (except your own) without the owners' written permission and his notification to the Corporation that you have his permission to park there.

h. Visiting guests with RV's must obtain permission to park and use the RV on an unused RV lot.

i. Any resident changing their motor oil will have to dispose of their oil at their own expense. No dumping of oil on the ground in the Park is permitted or on any one else's property. Park garbage will not pick up used oil so it may not be placed in the garbage dumpsters.

24. SELLING OR RENTING:

a. Each unit is entitled to display two (2) small signs indicating For Rent or Sale, not to exceed 12" X 15" each. In the case of a Realtor's sign, the limit is one (1) sign not to exceed 25" X 20".

25. NOTICES:

a. Any Notice to any Shareholder shall be sent by ordinary and certified mail to the address shown on the Corporation's records for such Shareholder and, if known to be residing elsewhere, an additional copy by ordinary mail shall be sent to the known address.

b. Upon proper action of the Corporation, any person violating the provisions of

the “3R’s”, shall be notified in writing and sent per (a) above.

c. A Second Notice shall be sent upon failure to comply within ten (10) days of the first Notice, or to contact an officer of the Corporation to request additional time to comply, not to exceed ten (10) additional days. In addition to the Second Notice, an estimate of costs that may be incurred will be attached. The final billing shall not exceed a ten (10) percent increase above the estimate sent with the Second Notice.

d. Mailing of the Notice constitutes compliance with the Notice requirements.

e. The Corporation shall take such action as it determines necessary if the time has expired on all Notices and the violation is still present.

f. The Corporation in no way assumes any responsibility for damage or injury, nor for acts committed by any resident or visitor to the park.

26. As provided in the By-Laws, unpaid obligations are a Lien on the Share in the Corporation and bear interest and penalty: Corporation expense to correct a violation are part of this provision.

### **DIVISION III: BOAT DOCK RULES AND REGULATIONS**

1. All boat docks and submerged land is the property of Sunny Grove Park, Inc.
2. Only shareholders can hold a dock lease, one per share, non-transferable. If there is a co-inhabitant residing with said shareholder, they may own the vessel docked at the shareholder’s dock, provided they meet all criteria for a resident and provide all required documents for their vessel.
3. All boat docks assigned will be approved by Board Members, no exceptions.
4. A list will be provided in the office for those wanting dock space.

List A. For Shareholders wishing to move docks. The list will specify whether the shareholder wants a river dock, a canal or either. The Shareholder will be called when a dock that they specified becomes available. If the shareholder declines, then their name (s) will be moved to the bottom of the list.

List B. Shareholders requesting a dock. When a dock becomes available the name (s) at the top of the list will be called. If the shareholder declines the dock, the name (s) will be moved to the bottom of the list.

Office secretary will add names to list. Any shareholder assigned a dock has thirty (30) days to pay annual dock fee. If fee is not paid after thirty (30) day, they will be placed at bottom of waiting list, and Shareholder next up will be assigned the dock. Before launching boat, a current registration, proof of insurance, and a signed waiver of liability must be submitted to the Office Secretary.

5. Each dock lessee will agree to pay a lease amount recommended by the Finance Committee included in the budget, and approved by a vote of Shareholders at Annual Meeting. Renewal of annual dock Fees are due April 1.

6. A penalty will be charged for misuse of, or damage to docks, amounting to amount of repair costs.

7. Boat Dock areas and concrete walkway are to be kept clean and unobstructed. No hoses on spigots, storage containers, gas cans, carts, etc. left unattended.

8. For insurance reasons, all accidents that occur during loading or unloading of boats at the ramp or docks shall be reported to the Corporation in writing, within twenty-four (24) hours.

9. Absolutely NO Transfer of Dock by Shareholder. Dock Lease is returned to Corporation for re-assignment to the next Shareholder on waiting list.

10. All needed repairs of docks are to be called to the attention of a Board Member, or Boat Dock Committee.

11. Renters within the Park may be leasing a Boat Dock (if available), at \$25.00 per month.

12. Reasons to lose your Boat Dock: Failure to provide Current Insurance, Registration, and Waiver of Liability; failure to pay Annual Lease within 60 Days of due date; violation of rules; and/or sub-leasing.

13. Corporation will be responsible for dock structure only.

14. After being assigned a dock, any lessee **NOT USING** the dock for a period of twelve (12) consecutive months, and a waiting list is in effect, shall forfeit dock, and dock made available to next Shareholder waiting. This rule shall begin with the lessee that has been assigned a dock the longest and is in violation, or by mutual agreement with another lessee in violation, that agrees to forfeit their dock.

15. A shareholder on waiting list may use another Shareholder's Dock if the Shareholder has left for the season, or has not arrived yet. They must provide written permission from the actual lessee, and all documents and conditions met for their vessel to be docked.

16. Storage for empty boat trailers is allowed on the West side of canal, during season. Other small trailers, towable by golf cart will be allowed if space permits. **Access by golf carts only!** All boats and trailers left in the Park during summer months must be secured on your patio or driveway or properly secured on boat lift during your absence. All boats on trailers during season must be stored at Shareholder's Residence, or another facility.

17. Any new lifts installed may be either Dolphin or Quality Brand Lifts, and must be installed by professional installer including all permitting. No used lifts purchased from outside of Sunny Grove Park will be allowed. When a dock is given up that has a lift, the lift owner has three options: Remove or sell lift to private party within two weeks; negotiate a selling price for lift with next Shareholder on Waiting List requesting a dock with lift; donate lift to Park to be sold or rented by Park, at Board discretion.

18. Shareholders must receive prior approval from Boat Dock Committee before mounting anything on docks. Stainless Steel fasteners will be required. As most Docks are shared, nothing can interfere with the other Shareholder's access.

19. No vessel over twenty-four (24) foot and six (6) inches overall length, including the motor and any attachments shall be allowed to be docked (measure the motor in down position).

20. Boat dock exchange shall be allowed, with a signed agreement between both parties involved. A recommendation from Boat Dock Committee and board approval. The board will have the final say and will judge each case on its merits.

21. Amendments to both dock list (Dock Request list and Dock Move list) must be date stamped on submission. A copy of the amended list be provided, via email or printed paper copy, to each board member, and the chairperson of the boat dock committee.

**22. Once you have been offered a location on the water to put your boat, you would have 48 hours to accept the offer. After 48 hours with out a decision you will lose the opportunity to have that location and would move to the bottom of the list.**

\*\*Item in RED are changes or additions to previous rules.

\*(Updated **02/27/2023** Annual Mtg.)

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ESTERO, FLORIDA 33928**

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**REVISED FEBRUARY 27, 2023**