

South Gate Mobile Home Park, A Cooperative
20000 U S Highway 19 North
Clearwater, Florida 33764

RULES & REGULATIONS

January 28, 2014

I. GENERAL INFORMATION

A. Welcome to **South Gate Mobile Home Park, A Cooperative**. All reasonable means have been taken to ensure that your residency here is safe, pleasant, and enjoyable. **South Gate Mobile Home Park, A Cooperative** (the “Cooperative”) is owned and operated by **South Gate Home Owners, Inc.** (the “Association”), a not-for-profit corporation and homeowners’ association consisting of members who have purchased cooperative units in **South Gate Mobile Home Park, A Cooperative** (the “Cooperative”). The Association and the Cooperative are required by law to comply with certain standards. Many of the Rules & Regulations are grounded in what is required of us by law, and the rest are provided to additionally protect life, property, and privacy.

B. These Rules & Regulations are intended for the comfort, welfare and safety of you and your guests, and to maintain the appearance and reputation of our Park. They may be amended from time to time as provided herein and as permitted by law to achieve this purpose. Your cooperation will be greatly appreciated.

C. Violation of the Rules & Regulations by cooperative unit owners may result in the Association pursuing any and all remedies available to it under the Florida Cooperative Act, as set forth in Chapter 719, Florida Statutes, and under any other applicable Florida law. Violation of the Rules & Regulations by mobile home owners renting lots in the Park may result in the Association pursuing any and all remedies available to it under the Florida Mobile Home Act, as set forth in Chapter 723, Florida Statutes, and under any other applicable Florida law.

D. In the event of conflict, vagueness, or ambiguity, the terms and provisions of applicable Federal and Florida law control over the articles of incorporation of the Association, the terms and provisions of the articles of incorporation control over the bylaws and cooperative proprietary lease, and the terms and provisions of the bylaws and cooperative proprietary lease control over the Rules & Regulations, except that wherever the applicable law specifically so permits, the articles, bylaws, cooperative proprietary lease shall control over the applicable law.

II. ACCEPTANCE AND APPROVAL FOR OWNERSHIP AND RESIDENCY

A. The Association reserves the right to interview and approve or disapprove all prospective mobile home owners, cooperative unit owners, residents, subtenants, and guests; require written application; to require completion of a census form, including but not limited

to, proof of correct date of birth; to require references to be provided, and to conduct criminal background and credit checks to determine financial responsibility. With regard to cooperative unit owners, the Association reserves the right to refuse to approve transfers of units and/or residency in accordance with the provisions of the bylaws and cooperative proprietary lease, to the extent that the same is not prohibited by law. With regard to mobile home owners renting lots, the Association reserves the right to refuse residency for any reason not prohibited by law.

B. A screening committee, including two board members, or alternates as may be appointed by the Board, has been established by the Association. The screening committee shall interview all applicants and make recommendations in writing to the Board of Directors. If no screening committee has been established, the Board of Directors shall screen all applicants, and in all cases, shall provide to the applicant in writing its approval or disapproval.

C. The Park 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 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 Association'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 the Park being occupied by at least one person fifty-five (55) years of age or older. The Association 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. Caregivers under the age of forty-five (45) must be approved by the Board of Directors. See also item G below for permitted exceptions.

D. The Association, directly and through other entities, provides significant services and facilities for persons fifty-five (55) years of age and older.

E. The Board of Directors may grant permission for qualified, bona fide caregivers to occupy dwellings in the Park on a temporary basis for the purpose of providing health care services to occupants fifty-five (55) years of age or older. The Association reserves the right to require written confirmation from a licensed physician of the need for such home health care services.

F. Notwithstanding anything in this section, registered guests are permitted in accordance with these rules (as set forth below) for temporary short-term visits.

G. Local and state laws and ordinances restrict occupancy to no more than two (2) persons per bedroom in any mobile home. Therefore, no more than two (2) persons per bedroom are allowed in any mobile home. The by-laws further limit the number of persons per

unit to two. The Board may grant exceptions to family members on a case by case basis with conditions as deemed appropriate to avoid problems of over crowding.

III. MOBILE HOMES & SITES

A. Mobile home sites are not transferable by mobile home owners renting lots. Cooperative units may be transferred only in accordance with the provisions of the bylaws, cooperative proprietary lease, and applicable law.

B. Every mobile home and the lot or site upon which it is located shall be maintained in good condition by its owner(s). All mobile homes, including attachments and appurtenances, shall comply with all applicable governmental laws, ordinances, and regulations.

C. All installations or alterations of any improvements to mobile home sites, including, but not limited to, mobile homes, carports, porches, cabanas, storage buildings, utility sheds, screened rooms, room additions, or patios, must be approved in writing by the Association before installation or alteration. No permission is required to repaint a unit in its original or an available closely matching color. Light pastel colors, white or off white do not require permission. Anyone wanting something outside this range must request permission from the Park to assure compatibility with nearby units.

D. All mobile homes must be skirted within ten (10) days of installation or any alteration with skirting material approved in writing in advance by the Association. As to new homes entering the park, wheels and tires, along with hitches and tongues must be removed within (10) days of installation.

E. All mobile homes must be anchored, tied down and blocked in compliance with all applicable governmental laws, ordinances, and regulations.

F. The mobile home owner is responsible for his or her sewer line and water line from his or her mobile home to the point where it connects to the Park main line. Any stoppage in the lines or underground break in the line from the main line connection point, to and inside the mobile home is the responsibility of the mobile home owner.

G. The mobile home owner is responsible for his or her electric power line from the meter to and inside his or her mobile home. The electric service provider is responsible for the meter and lines up-line from the meter. The Association is responsible for only the meter stands or poles. The meter box and electric power line from the pole to the mobile home is the property of the mobile home owners. The Association shall not be responsible for any loss, damage or injury due to failure of the electric utility to supply electricity, or for lack of supply or loss of voltage, wattage, or amperage due to breaks, repairs and maintenance.

H. Installation and location of any type of exterior antenna or electronic signal receiving dish must be approved in writing in advance by the Association. The Association reserves the right to install a master antenna system, or alternatively, to contract with wire line or wireless cable system providers for electronic signal transmission service, provided however, that the installation of any such system shall not result in a separate charge to mobile home owners renting lots unless provided for in the mobile home Prospectus or consented to in writing by the mobile home owner. Only satellite antennas less than one meter in diameter are permitted in the park.

I. The mobile home owner is responsible for obtaining and paying for any and all permits required by any and all governmental agencies for installation, alteration, maintenance and repair work performed on the mobile home owner's mobile home, attachments, appurtenances, or site. Any and all repair work required by any governmental law, ordinance, or regulation to be performed by a licensed contractor shall be performed only by a licensed contractor holding a current, valid license for the type of work to be performed. The Association will not consent to or enter into any agreement for services or materials to be provided to any mobile home not owned by the Association, or any mobile home site not in the possession of the Association, or any mobile home site not in the possession of the Association, which would result in the filing of a construction lien ("mechanic's") against Association property. All mobile home owners are hereby given **NOTICE** that **the Association will object to any Notice to Owners directed to the Association for work to be performed on any mobile home or mobile home lot or site not owned by and in the possession of the Association which work was contracted for by the mobile home owner.**

J. The Association maintains a policy or policies of insurance on the common property of the Park as required by law. All mobile home owners are hereby given **NOTICE** that **the Association's insurance policies do not insure mobile homes** not owned by the Association. Every mobile home owner is responsible for obtaining and maintaining adequate insurance on his or her mobile home, including attachments and appurtenances.

K. Every mobile home owner is responsible for keeping his or her mobile home site free of weeds and leaves. The Association will provide lawn care services at its discretion, in accordance with the terms of the mobile home prospectus, (as to mobile home renters) and in accordance with the terms of the cooperative proprietary lease (as to cooperative unit owners). The Association may enforce its rights and avail itself of remedies as set forth in the mobile home prospectus and as permitted by the Florida Mobile Home Act against mobile home lot renters who do not maintain their lots. The Association may enforce its rights and avail itself of remedies as set forth in the bylaws and cooperative proprietary lease against cooperative unit owners who do not maintain their lots.

L. All flowering plants, trees and shrubs planted in the ground (i.e., not maintained in a planter, pot, or other separate container) become the property of the Association and may not be removed without the prior written permission of the Association. No tree or shrub deemed or considered to be a nuisance or undesirable plant by any state or local government

agency shall be planted or maintained on the property. This includes but is not limited to punk, silk oak, ear trees, Norfolk pine, Florida holly or any fast growing brittle-limbed “bean” type trees. No tree or shrub subject to regulation by any government agency shall be removed without first obtaining any and all permits or licenses required by such government agencies. The terms and conditions of all tree removal permits shall be complied with at the expense of the person or entity in whose name the permit is obtained.

M. All mobile home lots and sites shall have grass yards by seeding or the application of sod, except that lots or sites having other types of yards as of the effective date of these Rules & Regulations shall be permitted to maintain the existing type of yard. As of the effective date no resident, whether a unit owner or lot renter, shall use anything other than grass for ground cover on any mobile home lot or site without the prior written consent and approval from the Association’s Board of Directors. No rock, gravel, patio block, asphalt, or cement shall be used as a ground cover on any mobile home lot or site.

N. Items permitted in or on a carport or unit which can be seen from the street are restricted. Individuals have the option of using a screen to block the view from the street of items not permitted. Note that any actual construction of a new wall or permanent screen requires Board approval.

- Vehicles for personal transportation
- Bicycles or tri-cycles
- Welcome mats
- Potted plants if well maintained and alive
- Outdoor grill
- Outdoor chairs, lounges and tables designed for outdoor use that are arranged for use and not just stored
- Discrete porch and/or outdoor lights which do not disturb your neighbor
- Wind chime that does not disturb your neighbor in the adjacent unit
- Art work, wind sock and seasonal decorations (seasonal decorations on any part of a unit site are to be removed 30 days following the holiday)
- Operating licensed motorized vehicles including electric carts
- Flags
- Name plates and street numbers

Temporary Storage

Materials or equipment such as carpeting, appliances, mulch, tools etc. for a period not to exceed 3 days, except with permission of the Board

Only furniture specifically designed for outdoor use is allowed outside the mobile homes.

O. No fences are permitted between mobile home sites. The Association reserves the right to erect and maintain a perimeter fence around the outside boundary of the Park and

to erect and maintain fences around common elements of the Park, for security, privacy, and traffic control.

P. No laundry lines of any type may be installed on the mobile home lot or site. No one is permitted to hang towels, hose, rugs, rags or any other wearing apparel to your mobile home, awning, portable rack, etc. on your lot.

Q. Outside fuel tanks supplying fuel to outside appliances must comply with applicable building codes and other provisions of law and be approved by the Board of Directors prior to installation. Outside fuel tanks supplying fuel to appliances within the mobile home must comply with applicable building codes and other provisions of law.

IV. RECREATIONAL FACILITIES

A. All applicable laws and governmental regulations shall be complied with by all persons using the common elements, including amenities and recreational facilities, including, but not limited to, life safety codes and gaming laws.

B. NO SMOKING is permitted in any indoor common element, amenity or recreational facility. It is the intent of the Association to fully comply with the Florida Clean Indoor Air Act.

C. Park recreation facilities are available for use to all mobile home owners, including their families and registered guests. The Association reserves the right to have unregistered guests removed from the Park. The Association, through the Social Club, reserves the right to set reasonable hours of operation and to schedule events for the recreational facilities, which hours of operation shall be posted on the facility and may be changed from time to time by the Association. The Association reserves the right to reserve the use of recreational halls for Park and Association business, including, but not necessarily limited to, meetings of the Association's Board of Directors and any committees thereof, and to let the recreational facilities from time to time for private use so long as such private use does not unreasonably interfere with the use of the facilities by the mobile home owners. The Association reserves the right to require a cleaning and damage deposit for the private use of any common recreational facility, and to set a reasonable charge for the private use of such facilities.

D. Recreation facilities hours are from 8:00 a.m. until 10:00 p.m., unless extended by special arrangement.

E. No alcoholic beverages will be served or consumed in or near recreational facilities, except at certain special functions and only with prior board approval.

F. Bare feet and swimsuits on carpeted areas only, only for bathroom use and only when the hall is not otherwise in use.

G. Minimum clothing for men in the Hall will be street shorts and shirt or jacket. Minimum clothing for women in the Hall will be shorts and halter. The exception would be swimmers using the carpet area and costumes at the appropriate function.

V. GUESTS

A. For the safety of all residents, and to comply with the requirements of the Fair Housing Act, **ALL GUESTS STAYING OR INTENDING TO STAY OVERNIGHT MUST REGISTER WITH THE ASSOCIATION AT THE ASSOCIATION OFFICE.** Unregistered guests are subject to removal from the Park property.

B. Guests are limited to a maximum of 15 consecutive days visitation per guest, and a maximum of 30 total days per year.

C. All guests must agree to abide by the Rules & Regulations. Mobile home owners are responsible for the actions of their guests and for observance of the Rules & Regulations by guests.

D. Children under sixteen (16) years of age must be accompanied by an adult in the recreation areas.

VI. SUBLETTING

A. No subletting is permitted without the prior written approval of the Association. All leases must be in writing, with the form of lease to be submitted to the Association with the request for permission to sublet.

B. The mobile home owner is responsible for collecting and remitting to the Florida Department of Revenue any and all state taxes due upon letting his or her mobile home. The State of Florida imposes a sales tax on the rental of mobile homes in a mobile home park, except that rental facilities in a mobile home park are exempt from sales tax and transient rental tax provided more than one-half of the total rental units are occupied by tenants who have a continuous residence in excess of three months. Therefore, **ALL SUB-LEASES MUST BE FOR A TERM OF NOT LESS THAN THREE (3) MONTHS.** Mobile home owners renting lots have a statutory lease term of one (1) year, unless otherwise agreed in writing. Therefore, all sub-leases of mobile homes on rental lots also must be for a term of not more than one (1) year, and not less than three (3) months.

VII. PETS

A. No animals, mammals or reptiles, except fish in tanks kept inside the mobile home, are allowed in the Park. Visitors' pets are not allowed.

B. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

C. The Association shall enforce these rules in conformity with the provisions of Florida Statute §719.303, Florida Administrative Code 61B-23.005, as the same may be amended from time to time, the Master Lease, Bylaws, Articles of Incorporation, and the Rule and Regulation of the Association.

VIII. VEHICLES, PARKING AND TRAFFIC

A. The speed limit in the Park is **TEN (10) MILES PER HOUR.**

B. All stop signs in the Park must be obeyed with a full stop required.

C. Pedestrians have the right-of-way, then bicycles, and then automobiles.

D. A unit owner or renter's travel trailer, motor home, boat, trailer or travel van may only be parked at a residence or any other approved parking area within the park boundaries for no longer period of time than three (3) days to unload and three (3) days to load twice in each calendar year, providing unit owner or renter has first obtained approval from the Association for such temporary parking. Any additional occasions in the parking of travel trailer, motor homes, or travel vans or boats shall be only with the Association's approval and if approval is granted, such approval shall be for a time period of not to exceed 24 hours. A conversion van or a vehicle commonly used as the main means of personal conveyance is permitted so long as said vehicle will fit into the carport.

E. Short term visitors may park on the street immediately in front of the unit they are visiting, when they will not leave the premises and would be available to move the vehicle if needed, provided the stay does not exceed 4 hours. Residents and visitors are reminded not to block movement into or out of carports on the opposite side of street. Requests to move a vehicle should be complied with promptly. Parking on the yard of any mobile home lot or site is prohibited. No commercial vehicle or recreational vehicle or boat shall be parked at or on the mobile home site. The Board may grant exceptions for commercial vehicles used as the primary means of personal transportation which are not offensive in scale or design. This rule does not apply to third-party service providers such as utility companies and licensed contractors while performing services in the Park.

F. Sleeping or living in recreational vehicles is not permitted in the park.

G. Motorcycles are not permitted to be ridden in the park except to move between the unit and a public street following the shortest and most direct route, provided the noise produced by the motorized vehicle does not create a disturbance for residents.

H. Guests staying overnight must park either in the driveway of the mobile home they are staying in, or in designated parking areas. The Park office will issue parking permits for registered overnight guests identifying the dates, times and places where overnight parking is permitted. Efforts should be made to obtain permission for overnight visitor parking in a carport of a neighbor who has room available.

I. No unlicensed or inoperative vehicles are permitted in the Park, not even in a carport or on the mobile home lots or sites. **UNLICENSED OR INOPERATIVE VEHICLES ARE SUBJECT TO BEING TOWED AT THE OWNER'S EXPENSE**

1. Minor vehicular repairs can be performed within a carport so long as there is no apparent work in progress overnight. There should be no outside appearance overnight that a vehicle has been, is being or will be worked upon. Oil, gasoline, solvents, and other hazardous chemicals must be disposed of in an environmentally safe manner in compliance with applicable law.

K. The Association reserves the right to issue automobile identification stickers or tags to registered mobile home owners and temporary tags to guests. Upon issuance of stickers or tags to registered vehicles, unregistered vehicles will be subject to removal from the Park.

L. Car washing is permitted only in the area designated for that purpose on Eighth Street. Car, boat or trailer washing in any other area is not allowed.

M. No motorized vehicle, gas or electric, may be operated on the Association property by an individual unless they possess a valid driver's license.

IX. LAUNDRY

A. The Association provides a laundry facility on the Park property, which includes washers, dryers. The laundry facilities are open daily, seven (7) days a week. The laundry facilities are provided for the sole use of mobile home owners, their families, registered sub-tenants and registered guests.

B. No laundry shall be hung on mobile home lots or on screened porches or sites outside the mobile home. Laundry is permitted to be hung on lines in drying yard. Take clothes off the lines as soon as they are dried.

C. Please do not overload or abuse the laundry machines. Please clean up after yourself after using them and put all refuse in the containers provided. Drying of clothes in

the machines is not permitted because of possible damage to the clothing of others. Drying clothes on your patio or mobile home site is not permitted. Please remove clothes from the washers and dryers as soon as they are finished so that other people have the opportunity to use them. Please note that the laundry machines accept only U.S. coins.

D. Personal washing machines and dryers must be stored and used in the home or in an enclosed cabana or utility shed. No washing machines or dryers are permitted on open patios, carports, or other attachments or appurtenances to the mobile home.

X. GARBAGE, REFUSE & TRASH

A. **NO BURNING IS ALLOWED.** Local and state government life safety codes prohibit burning refuse without a permit. The Association shall not consent to permits to burn on Park property.

B. Dumpster containers are located next to the Laundry. Residents are responsible for carrying their garbage to those containers..

C. Grass cuttings, leaves, trimmings, etc. will be placed in containers (plastic bags, plastic cans or boxes) adequate for pick-up. Containers may be placed at curbside Thursday night or before 7:00 AM on Fridays for pick-up or any alternative determined by the Board and posted in the Park. Absolutely no garbage, metal or paper products are to be placed in these containers.

D. Removal of large or unusual items not accepted by the sanitation service, including, but not limited to, removal of any furniture, appliances, or remodeling rubbish, is the responsibility of the mobile home owner. The Association may assist with the removal of such items for a fee. If in doubt about large trash disposal, please ask at the Association office.

XI. SOLICITATION

A. Except for the right of mobile home owners to canvas, solicit, and assemble as provided by the Florida Mobile Home Act, all other solicitation, peddling, canvassing, and the operation of a business or commercial enterprise is prohibited in the Park. The Park property is zoned for residential use only.

XII. LOT RENT AND MAINTENANCE FEES

A. Rent and maintenance fees are due on the first day of each and every month. Lot rent is late after the seventh (7th) day of the month. All payments are to be made in U.S. currency or check payable in U.S. funds. Post-dated checks are not acceptable. Any returned checks will be assessed a return check service charge equal to the greater of \$25.00 or five percent (5%) of the face amount of the check.

B. The Association may exercise its rights under the Florida Mobile Home Act against mobile home lot renters who are delinquent in rent. Rent received after the seventh (7th) of the month is subject to a \$25.00 late charge.

C. The Association may exercise its rights under the cooperative lease and the Florida Cooperative Act against cooperative unit owners who are delinquent in maintenance fees. Maintenance fees received after the seventh (7th) of the month are subject to a \$25.00 late charge.

D. Eviction (Rental Lots Only). The Association may evict occupants of rental units for:

1. non-payment of the lot rental amount, pursuant to §723.061(1)(a), Fla. Stats.;

2. 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 the Park, pursuant to §723.061(1)(b), Florida Statutes;

3. violation of a Park Rule or Regulation, the lot rental agreement, or §723.061(1)(c), Florida Statutes;

4. a change in the use of land comprising the mobile home park or a portion thereof, pursuant to §723.061(1)(d), Florida Statutes;

5. failure of the purchaser of the mobile home to be qualified and approved for residency pursuant to these Rules & Regulations.

XIII. RESPONSIBILITIES

A. The Association is not responsible for loss or damage caused by accident, flood, fire, act of God, injury, theft, act of war, windstorm, to any mobile home or personal property of mobile home owners or their family, subtenants, guests or invitees.

B. The Association 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, subtenants, guests or invitees, or any person who may be at any time using or occupying or visiting the Association 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, sub-tenant, visitor or user of any portion of the premises or shall result from or be caused by any other matter of things.

C. Neighborhood disputes and personality conflicts are not within the jurisdiction or purview of the Association. PLEASE RESPECT YOUR NEIGHBORS and

treat your neighbors with the same courtesy as you would wish to be treated with. The Association will not mediate or arbitrate neighborhood disputes and will not take action on such matters unless based upon a violation of the articles of incorporation, bylaws, cooperative proprietary lease (as to unit owners), mobile home prospectus (as to lot renters), or these Rules & Regulations.

D. No loud noise, either from persons, radios, televisions, stereos, etc., will be permitted where the same constitutes a nuisance to neighboring residents. If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air handling systems on, it will be considered too loud. Lower the volume on TV's, Radios, Etc. between the hours of 10:00 p.m. and 8:00 a.m.

E. Complaints of violations must be made to the Association in writing, signed by the complainant. The Association shall not be obligated to take action against any mobile home owner based upon oral complaints. See section XIV C for additional information on enforcement.

F. Any criminal or suspicious activity should be immediately reported to the police. **IN THE EVENT OF AN EMERGENCY, CALL 911.**

G. The resident shall provide the Association with thirty (30) days prior written notice of moving. If the mobile home is to be removed, the removal shall be under the supervision of the Association.

XIV. VIOLATIONS

A. Per Fla. Stat. §719.303, the Association may levy reasonable fines against a unit owner for failure of the unit owner or his licensee or invitee or the unit's occupant to comply with any provision of the cooperative documents or reasonable rules of the Association. No fine shall become a lien against a unit. No fine shall exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, his licensee or invitee. The hearing shall be held before a committee of three unit owners, who are not currently members of the board of directors or officers in the corporation. If the committee does not agree with the fine, it shall not be levied.

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:

- ▶ a statement of the date, time and place of the hearing;

- ▶ a statement of the provision of the lease, Association bylaw, or rule which has allegedly been violated;
- ▶ a short and plain statement of the matters asserted by the Association.

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.

C. Violations by mobile home lot renters will be subject to enforcement pursuant to the remedies provided in the Florida Mobile Home Act.

D. The following procedures shall be followed in the enforcement of Park Rules and Regulations:

- Complaints may be initiated by the Park Manager, Park staff, Board or any resident by submitting a written and signed complaint to the office;
- An infraction of the rules will result in a written notice. Recipients will be required to correct the infraction immediately or no longer than 1 week after receipt of the notification. This one week is the date of required compliance. Where major repairs or maintenance are required, the time of compliance can be extended to 30 days. Recipients may discuss the circumstances with the Park manager if there are extenuating circumstances warranting an extension of the compliance date. If the infraction goes without being corrected by the date of compliance, a fine of \$25.00 will be assessed. For infractions which can be immediately corrected, such as parking on lawn areas, separate fines for each day the infraction is repeated can be levied. A fine which goes un-paid for 30 days beyond the date of compliance will be subject to interest at the prevailing prime rate. Fines which are unpaid at the end of 60 days from the date of compliance will be submitted to the attorney for action as provided for under Florida State Law.
- To assure fairness to all residents, following State Statutes, the Board has authorized the establishment of a Rules and Fines Committee. It shall have three non-board member residents. They will be empowered to hear complaints, oversee the notification process, levy fines, recommend that legal action be initiated by the board, and consider amendments to the park rules for owner consideration. They will also conduct any hearing according to Section XIV of the Rules and Regulations. One board member will be appointed to serve as liaison and support for the committee.

XV. POOL

- A. The pool is for the use of residents and their guests only. All residents are responsible for ensuring that their guests using the pool abide by the rules.
- B. Pool Hours: 8:00 a.m. to dusk, weather permitting (no swimming during thunderstorms).
- C. Children under 16 years of age must have a parent or adult supervision.
- D. No food, drinks, or smoking is allowed in the pool area.
- E. Shower before entering the pool.
- F. No running, jumping or diving in the pool or pool area.
- G. Obey the Rules that are posted at the pool.

XVI. BOCCE COURT

- A. The bocce court is for the use of residents and their guests only.

XVII. SIGNS

- H. “For Rent”, “For Lease”, or other signs pertaining to the rental of mobile homes are strictly prohibited.
- I. “For Sale” signs may be posted if they conform to the following:
 - 1. Two signs per unit
 - 2. Maximum size: 12" by 14"
 - 3. One sign may be placed inside any window of the mobile home so it receives maximum exposure from the outside.

XVIII. COMPLIANCE WITH LAW

No immoral, improper, offensive or unlawful use may be made of the common interest community. Unit owners, lessees, and renters will comply with and conform to all applicable laws and regulations of the United States and of the state of Florida, and all local county and city ordinances, and will hold the Association or other unit owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non compliance therewith.

XIV. AMENDMENTS

The Board of Directors reserve the right to amend these Rules & Regulations from time to time.

Mobile home lot renters are entitled to notice of change in the Rules & Regulations as provided in the Florida Mobile Home Act and the mobile home Prospectus.

The Board, by documented majority action, may grant exceptions to the park rules. Exceptions may be granted only by the Board if there is a hardship or special situation not created by the petitioner. Any exception must specify the nature of the exception and identify the specific unit owner, time period and conditions of issuance. No exception runs with the share or the unit.

All mobile home owners shall leave forwarding addresses with the Association and the Post Office.